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GENERAL HEADINGS.



## Cases Reported this Week.



## Current Topics.

### The late Lord Lindley.

LORD LINDLEY, whose death took place almost at the same time as that of Lord HALSBURY, had a record of service going back to the days when the various Courts of Common Law had not yet become "divers divisions of one," and his name is to be found in the Court of Exchequer Chamber that decided the famous "negotiability" case of *Goodwin* v. *Robarts* (L.R. 10 Ex. 337), which afterwards went to the House of Lords. His companions there were COCKBURN, C.J., and MELLOR, LUSH and BRETT, JJ., all great names of a bygone day. But twenty years before, in 1875, he became a Judge of the Common Pleas he had entered upon literary authorship with a translation of THIBAUT'S "*System des Pandekten Rechts*," not as an abstract work on jurisprudence, but with notes comparing the Continental doctrines with English cases. He passed—not the only one who has done so—from German jurisprudence to concrete English law, and his next venture—the Law of Partnership—brought him more fame, and presumably more reward. At any rate, it is with this and not with his later work on Companies, which never quite "caught on," that he will be chiefly known as a writer. As a judge his reputation—and it was deservedly high—was made in the equity branch of the Court of Appeal. He went to that court in 1881 and succeeded COTTON, L.J., as President of the Equity Court in 1890. Here his genial and cheery manner, and the force and sound reasoning of his judgments will still be fresh in the minds of many practitioners. One of his chief cases there was *Re National Bank of Wales* (1899, 2 Ch. 629), in which he delivered the judgment of the Court (the other members being Sir F. H. JEUNE and ROMER, L.J.). It was affirmed by the House of Lords, but the fundamental question as to the distinction between capital and income remained undecided. In 1897, on the resignation of Lord ESHER, he had become Master of the Rolls, and in 1900 he became a Lord of Appeal, and his judgment in the well-known "light" case—*Colls* v. *Home & Colonial Stores* (1904, A.C., p. 205)—was an important contribution to that important and difficult branch of law. His strong common sense was illustrated by his often

quoted remark to the Committee on Trusts that it was the function of a trustee to commit judicious breaches of trust. He resigned in 1905, but for some years after that presided at the Norfolk Quarter Sessions. He takes rank as one of the great judges of the nineteenth century, and though his figure has long been absent from the courts, he is still remembered with esteem and very sincere regard.

## Law Lords and Politics.

THE VIGOROUS opposition to the Irish settlement which Lord CARSON showed in his speech in the House of Lords on Wednesday is a political matter with which it would be quite against our settled practice to deal. It arouses sympathy or the opposite, according to the point of view, and is a matter which is essentially one of political controversy as to which we have in these pages no point of view. But with deference to Lord CARSON, and without in the least desiring to import anything which might give offence, it is proper for us to question whether a judge of the final Tribunal of Appeal is entitled to make use of the historical accident of his membership of the House of Lords as a political body to continue his political activities. The Lord Chancellor stands in this respect in a special position. He is the head of the Judicature and also a party politician. This anomaly is one of the chief reasons for re-arranging his functions by the creation of a Ministry of Justice. But the general rule applicable to judges is that, however pronounced their political activities have been, they become judges and nothing but judges on appointment to the Bench. And even where such appointment has not been unconnected with political services, the departures from this rule have been so slight as to be negligible. Is there any exception in the case of Law Lords? Up to the middle of the last century it was still possible for lay peers to set up a claim to participate in judicial business; but that claim is now entirely obsolete, and we should imagine that any claim which a Law Lord might have by virtue of his seat in the House of Lords to take part in political strife is equally to be rejected. There are many matters which come before Parliament—legal and social—which, while the subject of difference of opinion, are in no sense matters of party politics. On these the opinion of a Law Lord is both valuable and welcome. But active participation in political questions of a very controversial nature is, we should say, foreign to the judicial position of a Law Lord. That there is an understanding that the person appointed shall give up politics we are not prepared to say. It might convey a slur upon Lord CARSON, and this we have already disclaimed. At the same time, we imagine that it was generally assumed that his appointment to this great judicial position implied his abandonment of active support of the political cause with which his name has been associated.

## The Revival of Grand Juries.

THE TEMPORARY suspension of Grand Juries, which was introduced in 1917 as a war measure, is to be terminated on the 23rd inst. Under the Grand Juries (Suspension) Act it would in any case have terminated on 28th February, *i.e.*, six months after the determination of the war, but under s. 4 (2) of the Administration of Justice Act, 1920, it was determinable earlier by Order in Council, and we print elsewhere the Order fixing the date just mentioned. There has been no complete discussion of the merits of the Grand Jury system, and opinions upon it differ. It would have been convenient if the matter had been debated in Parliament and a definite decision taken before the suspension was brought to an end. As it is, all the expense and trouble of reviving the system will be incurred and possibly for no good purpose. The reasons for and against the system were stated in an article in the *Times* of 24th October last, in which the writer showed a strong leaning against its continuance. The reasons against it are obvious—expense and inconvenience. There is expense to the public, although in the provinces it may be relatively small, and there is expense and trouble caused to a large number of persons, grand jurors and others. But expense and trouble are incident to all branches of the administration of justice; the question is whether there are any advantages of the system which should be purchased at this cost. The chief, and indeed the only substantial argument in its favour is that it saves the subject from the possibility of oppression by unfounded prosecutions. Sir HARRY POLAND, in a letter to the *Times* of 26th October, intimated his opposition to the abolition of Grand Juries, and for his reasons he referred to an earlier letter of 1917; but he mentioned that the matter was considered at a meeting of Judges last term, specially summoned for the purpose, though their conclusion has not been published. Judge ATHERLEY JONES in a letter (*Times*, 28th October) also supported the Grand Jury system, upon the ground that it acts as a useful check on magistrates, and, in view of the bureaucratic tendencies of government, it may in the future be of essential value for the maintenance of individual rights. No doubt there is much weight in this, but we imagine that in practice the functions formerly performed by the Grand Jury are rendered unnecessary by changed circumstances—in particular the publicity now attending the preliminary investigation by the magistrates—and that the suspension which has been readily acquiesced in during and since the war might very well be converted into abolition.

## Accounts and Inquiries.

INTO THE merits of Mr. BOTTOMLEY'S Bond Clubs we have neither the qualification nor the desire to enter. We assume that the ventures were started in perfect good faith and with the most honourable intentions, and we need not say anything as to the legal objections which stood in the way of his original scheme. We may approve of money lotteries, or we may not, though we are quite ready to admit that, if pressed, our answer would be in the negative. But Mr. BOTTOMLEY, in the course of events, has had his clubs brought before a judge of the Chancery Division—a judge, perhaps we may say, who is an excellent example of *suaviter in modo, fortiter in re*—and the public have had in the popular press an interesting revelation of mysteries of Chancery procedure, mysteries which are usually for the Court alone, and for practical working out are sent to Chambers. We refer to the long string of accounts and enquiries, amounting to 16 in number, which were directed to be taken and made on the footing of the admission by Mr. BOTTOMLEY of the allegations in the statement of claim. In the view of the learned judge, this was an admission that he was a trustee. More than that we need not say. But the position of a trustee involves certain liabilities, and without in any way prejudging the result or suggesting that Mr. BOTTOMLEY will not meet all his liabilities, it is a matter of interest that his ventures have furnished occasion for the application of procedure dear to the Chancery practitioner, but with which the general public are little acquainted.

## Indian Appeals in Land Purchase Suits.

IT HAS LONG been recognized by practitioners before the Privy Council Committee that Indian Appeals involve almost interminable delay. In a very recent case from Patna (*Times*, 16th November), Lord BUCKMASTER, in delivering the judgment of the Board, felt it his duty to call attention to this anomalous state of affairs. He pointed out that the purchaser of property bought in good faith in India has always to discount the possibility of endless litigation arising out of his case; and the result is a deterrent in a high degree from that free transfer of property which is essential to the growth of a high stage of commercial civilization. These difficulties are due to the enormous complications of the Family Law of India, which governs the succession to property. The rules of family law vary so much as regards inheritance and open up so many pitfalls from failure to prove the satisfaction of some remote kinsman's claim, that the purchaser of the tenth part of an acre usually purchases a law-suit. The remedy, however, is not the simplification of Indian Law by the abolition of all communal rights in property and the adoption of English or Roman Law. To attempt to force such a system on India would doubtless fail. Probably, the only sound solution is an alteration in procedure rather than a substantive law. The purchase of land should be a public act completed after advertisement for claims in open court; and no claimant who does not

put in his claim within a very limited period should be heard afterwards. The question of (1) fact, and (2) the particular family customs of inheritance applicable to the case should be rendered unappealable except with leave. Hitherto, no such drastic reform of procedure has been possible, because Executive and Magistracy are the same in India, and unfairness, or suspicion of unfairness, to litigants in Crown claims might arise. But the separation of the lesser, as well as the superior, judiciary from the Executive rulers of districts, is one of the natural and generally anticipated results of the recent Constitutional reform in India, and should have the affect of rendering possible more sweeping interference with native customs than has hitherto been expedient.

### The Tedious Course of Indian Appeals.

BUT ANOTHER, though less revolutionary or thoroughgoing, way of at any rate alleviating the existing evils, of which Lord BUCKMASTER complained, would be some simplification of the whole system of conducting these appeals to the Privy Council Committee. At present, after leave has been obtained it is necessary to lodge a "case" which contains an appendix including a great number of records and documents: of this, we were recently informed, no fewer than seventy-five copies have to be made and lodged. The expense and delay caused by this excessive requirement is obvious. Surely cases should be simplified; a mere note of the grounds of appeal, accompanied by a copy of the pleadings and other essential parts of the record in the court below, ought to be sufficient. The documents relied on could be produced and read at the trial, as in other appeals in lower courts. Lord BUCKMASTER'S words are so impressive that we venture to quote part of them:—

> "Their Lordships wish to take this opportunity of expressing once more their regret as to the interminable course of litigation in India. It cannot be for the welfare of any community that the purchaser of property bought in good faith should be liable to endless quarrels arising out of his purchase, which continue, as they do in this case, and as they must in many, beyond the period of his natural life. The man who bought this property never knew what it was to be free from the anxiety of a law suit until the day he died; even then the litigation was not ended, and has been pursued until the present appeal. This has itself taken four years to come here from the High Court, and of course no explanation has been or ever can be offered of why these delays occur. Their Lordships refer once more to this matter in the earnest hope that a condition of things which they regard as constituting a serious blot upon the administration of justice should be removed."

But surely it is not outside the power of the Judicial Committee to take at least one small step in the way of removing the evils complained of: they can reform their own cumbrous procedure and cut down its enormous expense.

### The Distinction between "Personal" and "Professional" Luggage.

NOTWITHSTANDING THE reluctance of the Divisional Court to give reasons for their decision in *Great Western Railway Co.* v. *Evans* (*Times*, 13th inst.), and the refusal both of Mr. Justice HORRIDGE and of Mr. Justice SHEARMAN, the two judges who composed the Court, to give a definition of "Personal luggage," we fancy that their decision can only be regarded, and will be quoted as an authority to the effect that an article carried by a passenger is "personal" luggage or otherwise, according as the use he proposes to make of it is "personal" or "professional." The case was an appeal from the county court judge at Marylebone who had held that a 'cellist was entitled to take his violoncello, weighing only 15 pounds, as part of his "personal" luggage, and, therefore, without extra payment, upon a railway journey, at the end of which he proposed to make professional use of the instrument. The Divisional Court upset this decision on the legal ground that in such circumstances the violoncello could not possibly be "personal luggage," and they approved of Chief Justice COCKBURN'S definition of this term as "ordinary luggage .... which is personal to the passenger and carried for his use and convenience": *Macrow* v. *Great Western Railway Co.* (L.R. 6 Q.B. 622); but they declined to define the term in more detail. Faced with the poser that a violoncello, in this view, would be "personal" or "professional" luggage, according to the accident whether its owner intended to use it for professional purposes at the end of the journey, Mr. Justice SHEARMAN quoted with approval Lord HALSBURY'S very famous *dictum*, rejoicing at the good fortune of Englishmen in enjoying the benefits of a system of jurisprudence which is free from the pedanty of strict adherence to logic. Such a quotation was not unnatural in view of the late ex-Chancellor's decease, but one cannot help feeling that it is not wise to dwell as a merit on the many inconsistencies and anomalies which, surely, are a defect in our otherwise sane and reasonable system of Common Law.

### Evidence of "Similar Offences."

IT IS ELEMENTARY that on a criminal charge the prosecution is not entitled to put in evidence of previous offences unless either, (1) the prisoner calls witnesses to character or attacks the prosecutor, or (2) in certain cases allowed by statute, *e.g.*, "receiving of stolen goods," within narrow limits, or (3) when the facts are consistent with either innocence or guilt and the defence suggests that they are susceptible of being explained as a "coincidence" or a "mistake": *Rex* v. *Ellis* (1910, 2 K.B. 746). In the third class of cases the prosecutor can call evidence of "similar acts" to prove that there was "knowledge" or "intent," and these "similar acts" are not excluded merely because they tend to show commission of a previous offence. But a difficulty occurs in fixing the precise limits of the class of offences which can be regarded as "similar." It was at one time rather the better view that such offences must be the same in legal character; but in *Rex* v. *Starkie* (*Times*, 13th inst.), the Court of Criminal Appeal considered this view to be too narrow. It is not necessary that the "similar" offences should be charges which must be described in the same legal terminology as that of which the prisoner is now accused; it is enough that they shall be related in character so closely that an attempt to commit one discredits a plea of "mistake" or "coincidence" in the case of others. This seems the common sense view. In the actual appeal dismissed by the court, the accused was a medical man convicted on two counts in an indictment charging him with having administered, etc., certain poisons and noxious things with intent to procure miscarriage. The same indictment contained earlier counts charging the accused with having used an instrument on three other women with like intent; on these counts he was acquitted. The evidence, however, remained before the court, and was relied on to show "intent" in the case of the later counts. The defence contended that the offences were not similar, since in the one case use of an instrument was alleged, whereas in the other cases the charge was that of administering a drug. This seems a refinement without substance so far as the ends of justice are concerned.

### Multiplication of Notices to Quit.

STUDENTS OF THE Aristotelian logic will remember the famous principle to which the Schoolmen gave the name of "Occam's Razor": *Entia non multiplicanda praeter necessitatem*. English common law is steeped, all unawares, in the old dogmas of the scholastic mediæval philosophy, and at its hands this maxim has become transferred into the rule that conditions precedent to the exercise of rights are not to be implied unnecessarily. This would seem to be the ground of the decision of the Divisional Court in *Shuter* v. *Herch* (38 T.L.R. 127), where it was held that, once a statutory tenancy has been created by the service of a notice to quit followed by "holding over" on the part of the tenant, it is not necessary for the landlord to serve any further notices to quit before making the subsequent increase of rent which the Increase of Rent, &c., Act, 1920, permits. In other words, the court once more affirmed the principle of *Davies* v. *Bristow*, and *Penrhos College Limited* v. *Buttler* (1920, 3 K.B. 428), and disapproved of the contrary rule suggested in *Hartell* v. *Blackler* (1920, 2 K.B. 161). The decision seems to have what Dr. JOHNSON would have called "a bottom of common sense."

### Exactitude in Notices to Quit.

BUT A SOMEWHAT greater adherence to rules *strictissimi juris* marked another important Divisional Court decision under the Rent Restrictions Acts. In *Paizer* v. *Freeman* (38 T.L.R. 54), a statutory notice to increase rent as required by the Act had been duly served in the form specified in the first schedule of the statute. But it had not been accompanied by a *valid* notice to quit as required by s. 3 (1), (2), of the Act; for the notice to quit actually served did not specify correctly the dates from which the increases were payable. True, the error was corrected in a subsequent valid notice to quit; but this notice was out of time as regards the notice to increase rent originally served; and no new notice of increase was served with it. Therefore the increase did not come into operation within the statute, and the landlord could not rely upon it. Here the law clearly requires *exacta diligentia* on the part of the landlord before it will allow him to take steps which may involve a forfeiture by the tenant of his statutory tenancy.

### A Limit to the County Court Jurisdiction.

A BRIEF notice only is necessary here to call attention to the very important decision of *Broomhall* v. *Property Agents and Owners, Limited* (38 T.L.R. 56). Here an application was made to the county court judge, under s. 2 (6) of the Increase of Rent, &c., Act, to determine the "standard rent" of certain premises protected by the Act; and he gave his certificate accordingly. But at the time there was no dispute pending as to the recovery of possession of the premises, so that the question was, in a sense, what the Divisional Court called a "mere abstract point of law." It was therefore held that the judge had no jurisdiction to issue the certificate. But, surely, since failure to pay the rent demanded may result in a forfeiture of his statutory interest by the tenant, he may reasonably wish to anticipate this difficulty by asking what rent the court considers him bound to pay. And, if so, the point is not at all "abstract."

### Final Appeals from the Irish Free State.

A POINT not expressly dealt with in the Agreement between the British Cabinet and the Irish Plenipotentiaries is the future right of appeal from courts in the Irish Free State. Presumably such an appeal, if it continues, will be to the Judicial Committee of the Privy Council, as in the case of all the other Dominions, not to the House of Lords. We presume that such an appeal will continue to exist, since Canadian constitutional status is to be the model of that of the new Irish Free State on matters not expressly mentioned in the Agreement. On the other hand, it is arguable that such reference to Canada in the earlier clauses of the Agreement relates only to matters of executive control and foreign policy, and does not affect questions of legislative or judicial powers. Two alternatives are possible: one, that no appeal will be recognised; the other, that the Irish Legislature will have power to abolish such appeal by statute. Apparently the Imperial Parliament is expressly to abandon legislative jurisdiction over Ireland; this has never been *expressly* done in the case of any of the Dominions, although recent constitutional practice, no doubt, treats such jurisdiction as obsolete. It will be remembered that in the early part of the eighteenth century the British Parliament overruled by statute the claim of the Irish House of Lords to final jurisdiction.

## Lord Halsbury: An Appreciation.

THE legal profession learned with surprise on Monday morning that Lord HALSBURY had passed away during the week-end. Although the veteran ex-Chancellor was eight-and-ninety years of age, he was so vigorous and stalwart, in body, in mind and in the robust foundation of his character, that no one thought of him as on the threshold of that "bourne from which no traveller returns." It is true that for a twelvemonth or more he had not spoken in the House of Peers or delivered a judgment from his place among the Law Lords. But he had been so recently and so constantly in evidence as a stout political critic of the more advanced tendencies of the Government, that men still thought of him as one of the living parliamentary forces of the day. Indeed, it was a matter of speculation at the clubs and in the Inns of Court whether, if the Die-hards had triumphed at Liverpool and Mr. GEORGE had resigned in favour of a more conservative prime minister, the Woolsack, vacated by Lord BIRKENHEAD, might not be offered to him. We have even heard the rival claims of Lord FINLAY, Lord CARSON, and Lord HALSBURY keenly debated in this connection.

But although only the other day one of the living forces in the political world, Lord HALSBURY was certainly not a man whose views harmonized with those of the newer world which has arisen in the twentieth century. He was not one of those old men, like the late Mr. GLADSTONE or Lord LYNDHURST, who advance with the age in which they live and seem to hurry forward in the winter of life, as if conscious that they have but a little time in which to assimilate and to put into action the newer creed of a newer epoch. Rather, like Lord MORLEY, he was one of those men who form a creed in youth and adhere to it steadily through all the chances and changes of life; only Lord MORLEY'S creed was the philosophical Radicalism of MILL and COBDEN, whereas that of Lord HALSBURY was the Toryism of WELLINGTON and ELDON. He was one of those men who never really accepted democracy and the Reform Act of 1832. He still believed, to the very end, that Earl GREY and Lord JOHN RUSSELL had done their country a great disservice in breaking up the time-honoured, if archaic and anomalous, constitution of "Merrie England" in favour of continental liberal theories. The later developments of democracy—strikes, syndicalism, state socialism, feminism, communism—he looked upon as the natural and inevitable results of the great political error of 1832, for so he regarded it. And with the strenuous but courageous obstinacy of an intensely robust temperament he put up, at every stage of English history during his natural life, a consistent and steady fight against each new advance of democracy.

At first sight, one is tempted to say of Lord HALSBURY that he lived in our age, but was not of it. This, however, would be untrue. Had it been true, Lord HALSBURY would not have been the great practical success that he undoubtedly was; for, in order to attain success, a man must be not out of sympathy with his own age. Therefore one does not think of Lord HALSBURY, as of some of those contemporary with him in the days of PEEL, or PALMERSTON, or GLADSTONE, as essentially men of an older generation. He was not a Georgian. Nor was he an Early Victorian, nor yet a Mid-Victorian, nor a late Victorian. In each one of these ages he would have been a Conservative and a critic. He was the most adaptable of men in all practical affairs; as, again, a successful lawyer is almost certain to be. In each successive decade of his long manhood he readily adapted himself to the most conservative standpoint of the moment and voiced its creed in plain unvarnished language. No one ever accused him of being a "Rip Van Winkle." For he lived the external life of the day, talked its slang, and put his arguments in the form that appealed to it.

His career at the Bar and in politics was a simple, straightforward movement along the lines he chose in youth; he had no "episodes," no indiscretions, no recantations, no *gran rifiutos*. After an unsuccessful career at Oxford he was called to the Bar and practised at the Old Bailey. He had a little civil work, but not much, until the accidents of political fortune made him Solicitor-General in Mr. DISRAELI'S Government at the age of fifty-two; from that moment on he had a large private practice. Indeed, he is believed to be the only member of the Bar, with the exception of the somewhat anomalous and enigmatic JEFFREYS, who ever attained the Woolsack from the beginnings of a practice in the Central Criminal Court. And, of course, only the accident that JEFFREYS became a Catholic after serving King James II with unscrupulous fidelity led to his short-lived possession of the Great Seal; he is not really an exception to the general rule by which the Woolsack is usually reserved for men who have enjoyed an equity or a commercial practice of the first water. As a matter of fact, Lord HALSBURY would probably have won early in

life a practice of a much higher class than that in which he made his name but for one great handicap. He not only possessed little or no influence, but he had the disadvantage of an insignificant physical appearance; he was short in stature and without any obvious external indication of his tremendous force of character, solidity of judgment, and practical common sense. Since success at the Common Law Bar depends largely on the impression made on solicitors who see a man in court or moving about the halls and corridors of the Law Courts, and since our attention is usually drawn to a stranger by external qualities which seem to connote ability, a man of insignificant appearance has always a hard battle to fight before he wins the notice which leads to a recognition of his ability. Had Lord HALSBURY possessed the physical advantages of Lord RUSSELL of KILLOWEN, Lord BIRKENHEAD, or Sir JOHN SIMON, his early success would probably have been as rapid as theirs. As it was, his career would probably have ended in something like failure had not Lord SALISBURY, pursuing a college acquaintanceship in later life, been impressed by his sturdy Toryism and recommended him to DISRAELI. His accession to law office won him that attention which was all that was necessary to ensure appreciation of his immense capacities as an advocate and a judge.

Lord HALSBURY was not an eloquent advocate. Nor was he a profound or subtle lawyer. Nor was he an industrious and zealous worker; his native indolence led him to leave unread the instructions he received when appearing in great cases for the Crown. But he had tremendous quickness and penetration, a retentive memory and excellent judgment; the kind of common-sense imagination which enables an advocate to guess what must have happened, and the robust courage which supports him in narrating lucidly the facts of the case as he conceives they must have been; he relied on the witnesses to correct in the box any accidental slips he might make. Then he was fluent and lucid and almost unnaturally "common-sensical," to borrow a convenient barbarism from the pages of WALTER BAGEHOT. Gifts such as these are much more often the secret of successful advocacy than is commonly supposed. Tremendous industry, at the Common Law Bar, usually leads to dullness and an incapacity to see the wood for the trees; probably few really great advocates fully master their briefs; and the man who does usually remains a second-rate success. An eye for the tactical points of a case, the shrewdness which never offends by stating or arguing anything that seems improbable, and a versatility which improvises argument in court as the case unfolds itself: these are to-day and always have been the characteristics of the really first-class advocates. Even eloquence, without the humbler gifts just discussed, seldom carries a man further than the achievement of a few sensational triumphs in a not very busy practice.

As a judge, Lord HALSBURY had no inconsiderable effect upon the legal history of the twenty years in which he was four times Lord Chancellor. He was not a great jurist and he delivered no great judgments. But he was probably the weightiest member of the final tribunal of appeal that ever lived; he habitually impressed on the more plastic minds of more brilliant colleagues his own tenaciously held and trenchantly expressed views. Thus it was his robust conservatism that in *Quinn* v. *Leathem* weighed down the scale in favour of the anti-trade union view which ever since has rather marked the normal judicial outlook. Again, in *Re Marais*, it is well known, his views of the nature of martial law led to a complete reversal of the time-honoured view previously held by all our judges at every period of our history. His intense antipathy to the logic of the doctrinaire, and his vigorous refusal to treat the law of England as a logical and consistent code, expressed again and again in judgment after judgment, had a marked reactionary effect on the interpretation of the common law. The natural tendency to unify our jurisprudence by reading into the leading cases a few large principles universally applicable, which MANSFIELD had initiated and BLACKBURN had done much to render the dominant judicial sentiment, met with a decided rebuff at his hands from which it has never recovered. His conservatism, in fact, had more influence on the form of our legal principles than it had in Parliament upon the political movements of the day.

In private life, Lord HALSBURY was genial, courteous, simple, and most unassuming. When Lord Chancellor he ran along the tow-path and cheered the boat in which his son was rowing for his University. When that same son, in later days, became an eloquent member of the Hardwicke Debating Society, and opened a motion there, the Chancellor came down to the meeting, sat by the side of his student-son, and actually spoke on his side for ten minutes in the debate! He was, in all essentials, "a fine old English gentleman, who never broke his word." His death is the fitting terminus of an era.

# A Purchaser's Right of Repudiation.

## II.

THE second point taken in the case of *Procter* v. *Pugh* (stated and discussed in the previous number of this Journal, *ante*, p. 119) was avowedly based on a suggestion made in 1 Wms. V. & P. 185, 2nd edition, that if a vendor fails to show a good title on the face of his own abstract and the purchaser *at once repudiates* the contract on this ground, the vendor cannot then rescind the contract, under the common condition (when contained therein); because the vendor's breach of one of the main obligations of the contract (that requiring him to show a good title) discharges the purchaser from performing his part of the agreement and entitles *him* to rescind the contract; and on such rescission the whole agreement is annulled and the vendor is precluded from enforcing any stipulation in his favour contained therein. The gist of this suggestion however lies in the words here italicised. To preclude the vendor from so rescinding, the purchaser must actually repudiate the contract, and he must do so at once and without making requisitions or entering into negotiations to obtain the removal of the objection on which he founds his repudiation; see *Hoggart* v. *Scott* (1 Russ. and My. 293); *Eyston* v. *Simonds* (1 Y. & C.C.C., c. 608); *Salisbury* v. *Hatcher* (2 Y. & C.C.C. 54); *Re Hailes & Hutchinson's Contract* (1920, 1 Ch. 233).

In *Procter* v. *Pugh*, the purchaser did not do so; he did not definitely repudiate the contract at once: but he made requisitions and asked for the removal of his objection. That being so, it is thought that his actual repudiation of the contract was made too late to prevent the vendor from exercising his right of rescission; and it is very respectfully submitted that on this ground (apart from the vendor's misrepresentation discussed above, p. 120) it was right to hold that the vendor's right of rescission was not destroyed. It does not appear however that the learned judge did base his decision on the second point in the case on this ground. He based it on the view expressed by PARKER, J., in *Halkett* v. *Dudley* (1907, 1 Ch. 590, 596) that, although (as PARKER, J., allows) a purchaser on becoming aware of a defect in the vendor's title, which cannot be removed without the concurrence of a third party whose concurrence the vendor has not power to require, may repudiate the contract and so bar the vendor's right to exact specific performance (even though the defect has been removed before trial), this right of the purchaser is *not more than an equitable right affecting the equitable remedy by way of specific performance*, and is solely attributable to the doctrine of want of mutuality. SARGANT, J., also said that, if the suggestion made in 1 Wms. V. & P. 185, were pushed to its logical conclusion, the common condition as to rescission by the vendor would be almost inoperative, for if once the purchaser took a good objection to the title disclosed the vendor could not use the clause; that the only *primâ facie* right of the purchaser is to say that he refuses to pay the purchase money, and then, in the absence of such a condition, he would be entitled as damages to the costs and expenses of investigating the title; and that it is precisely this right that is negatived by the condition.

The second point decided in *Procter* v. *Pugh* was discussed in this Journal in an article on that case by another writer (*ante*, p. 57). The late Lord PARKER's view seems to have been that the purchaser's right to repudiate the contract at once (without waiting for the day fixed for completion) on the vendor's failure to show by his own abstract a good title is an equitable right, and is distinct from the purchaser's common law right to rescind the contract for the same cause; which right he considered (as it appears) to arise only on the vendor's failure to have made a good title by the day fixed for completion. It is respectfully submitted that this doctrine is unsound. On the breach by one party to a contract of some obligation incumbent on him thereunder, which is such that its performance is a condition precedent to his exacting the other party's observance of his part of the agreement, or (as it is sometimes put) goes to the root of the contract, the breach entirely discharges the other party from all of his obligations under the contract and gives him the right, at his election, either to rescind the contract and sue, independently thereof, for repayment of his incidental expenses in connection with the agreement, or to affirm the contract and sue for damages thereunder. It will not be disputed that this right is given by the common law, nor that the obligation of a vendor of land to show a good title is one which goes to the root of the contract; see *St. Albans* v. *Shore* (1 H.Bl. 270); ATKINSON, L.A., *Stickney* v. *Keeble* (1915, A.C. 403, cited below).

Now there is old and good authority in equity that, when a vendor of land fails to show a good title, the purchaser may at once (without waiting for the day fixed for completion) repudiate the contract, and such repudiation will be a good defence to an action by the vendor, having subsequently acquired a good title, for specific performance of the contract; *Hoggart* v. *Scott* (1 Russ. & My. 292, 295); *Forrer* v. *Nash* (35 Beav. 167, 171). There is, however, no suggestion in those cases that the purchaser's right of repudiation is merely an equitable right; it was there treated, as it is submitted, as a legal right, against which the equitable remedy of specific performance should not prevail. And there are leading cases definitely decided on grounds of common law, which were not cited in *Halkett* v. *Dudley*, and which clearly prove (as it is respectfully submitted) that the purchaser's right of repudiation in such circumstances is a *legal* right. Thus it is held that a purchaser so repudiating and rescinding the contract is entitled to recover his deposit with interest and his expenses of investigating the title; these are common law rights, which would not be conferred by a merely equitable right to resist specific performance at the vendor's suit; see *Re Scott & Alvarez's Contract* (1895, 2 Ch. 603). And when a purchaser has so repudiated the contract, he is entitled to sue as plaintiff in a Court of *Equity* to enforce his *legal* right so to rescind the contract; see *Weston* v. *Savage* (10 Ch. D. 736, 741), where a purchaser so claiming to rescind for the vendor's failure to show a good title was allowed to recover his deposit and interest, and it was distinctly decided that, *from a common law point of view*, he was entitled so to rescind at once and was not bound to wait for the day fixed for completion. Again, a purchaser acquiring such a right to rescind may plead it as a defence to a common law action brought by the vendor for damages under the contract. This would not be so if his right depended on want of mutuality; for the doctrine of want of mutuality has no place in English law except as a defence to an action for specific performance; see *Brewer* v. *Broadwood* (22 Ch. D. 105, 109), where it was again held that the purchaser is justified in repudiating the contract as soon as he is aware of the defect in the vendor's title; and the defence of such rescission was allowed in a common law action. The purchaser's right of repudiation and rescission in the above circumstances was also recognised as a common law right, carrying the legal incidents of recovery of the deposit with interest and the expenses of investigating the title, in *Lee* v. *Soames* (36 W.R. 884); *Re Bryant & Birmingham's Contract* (C.A., 44 Ch. D. 218); and *Re Head's Trustees & Macdonald* (C.A., 45 Ch. D. 310).

The late Lord PARKER's theory on the above point was not necessary to the actual decision in *Halkett* v. *Dudley*, which was that, after a decree for specific performance has been made at the vendor's suit, the purchaser cannot repudiate the contract for a defect in the vendor's title without the leave of the Court. His opinion was therefore merely an *obiter dictum*. No one would venture to differ from Lord PARKER's (or, may we be allowed to say, from Mr. Justice SARGANT's) opinion on a point of law without extreme hesitation: but it is very respectfully submitted that his theory is inconsistent with the rules, founded on common law principles, which were laid down in the above cases.

The sole foundation for this theory seems to be an *obiter dictum* of KNIGHT BRUCE, V.C., in *Salisbury* v. *Hatcher* (2 Y. & C.C.C. 54, 63, 64) to the apparent effect that, if a vendor, who had no good title at the time of sale, should before the date fixed for completion have acquired a good title and done and tendered all other things required of him, *and done all this within sufficient time*, he would be entitled to recover, at law, upon the contract. It was upon this *dictum* that PARKER, J., based his own, that he did not see why, on principle, a vendor should not in such a case be able to recover damages for breach of contract if the purchaser should fail to complete at the date fixed for completion (see 1907, 1 Ch. 596, 599). This point was indeed argued in *Bellamy* v. *Debenham* (1891, 1 Ch. 412); but no decision thereon was given, the vendor in that case not having been in a position to convey by the date fixed for completion. LINDLEY, L.J., there said that he was not prepared to say that the purchaser (although he had justifiably repudiated) would not be liable to damages in such a case; while LOPES, L.J., expressed very grave doubts whether such an action by the vendor would lie. It is respectfully submitted that these doubts were well founded, and that the answer to this question is that the proper time for the vendor to show a good title is when he delivers his own abstract. This must surely be so under an open contract. In that case the proper time for completion is when the vendor has shown an acceptable title; so there seems to be no room for Lord PARKER's alleged distinction between the right to repudiate at the time of failure to show title and at the date for completion. And it should be noted that in *Halkett* v. *Dudley* the contract *was* an open contract; so Lord PARKER's exposition of his theory seems to have been especially *obiter dictum*. And where a date is fixed for completion, the effect of that is not to extend, but rather to contract the time within which the vendor ought to show a good title. What the vendor is bound to do on the day fixed for completion is to *convey* the land sold. And it is a condition precedent to this that he should *previously* have shown and verified an acceptable title; and it is submitted that he ought to do this within such a time as shall allow the purchaser, *after* he has accepted the title, a reasonable time to prepare the conveyance. It is submitted that this was certainly so at common law before the Judicature Acts, when time was of the essence of the contract; and that, in principle, the law remains the same with respect to what is the proper time for the vendor to show a good title. This is demonstrated, it is submitted, by the distinction between objections to things which are matter of title and to those which are merely matter of conveyance. Thus, when leaseholds are sold which are not assignable without the lessor's consent, the vendor's failure to obtain such consent is indeed a breach of his duty to show a good title, but it is sufficient for him to obtain such consent by the time for completion: *Day* v. *Singleton* (1899, 2 Ch. 320, 327). So when a vendor sells, who is himself entitled under an uncompleted contract of purchase, the purchaser from *him* has no ground to object to the title on delivery of the abstract; but he will have a good objection to the title if the vendor's contract be not completed, so as to enable him to procure the conveyance of the legal estate, by the proper time for completion; see *Re Hucklesby & Atkinson's Contract* (102 L.T. 214, 217); *Stickney* v. *Keeble* (1915, A.C. 386). These cases show that there are some things which must be proved on delivery of the abstract, which is as a rule the proper time for proving title; but that there are other things which

need not be proved until the time comes for conveyance. And it is respectfully contended that the above cited common law authorities show that, when a vendor fails on the face of his own abstract to show a good title, he commits a breach of one of the main duties of the contract at the time when he ought to perform it; that thereupon *the common law* gives to the purchaser the right to repudiate the contract and at his election to rescind it; and that, on such rescission, the purchaser is entirely discharged from *his* duty under the contract, and the vendor is so prevented from enforcing any stipulation in his favour contained therein. This is, it is submitted, *why* the purchaser is entitled to refuse to pay the purchase money on the day fixed for completion, even though the vendor may by that day have acquired a good title.

We may also point out that a vendor's title is a matter which lies entirely within his own knowledge; it is established that it is his duty to show it by delivering a proper abstract thereof made at his own expense; *Re Johnson & Tustin* (30 Ch. D. 42); and unless he binds himself to deliver the abstract within a specified time he has a reasonable time from the date of the contract to discharge this obligation; *Compton* v. *Bagley* (1892, 1 Ch. 313, 321). And it is submitted that, if on delivery of the abstract it discloses a fatal defect in the title, that is the vendor's own fault, and the purchaser may at law object thereto at once, and is not bound to endeavour, by making requisitions for the removal of the objection, to extract from the vendor a better title than he has, by his own act, shown.

This last proposition is supported by the case of *Bowman* v. *Hyland* (8 Ch. D. 588), in which it was decided that the common condition allowing a vendor to rescind cannot be resorted to where the vendor has no title at all; and it was considered that the terms of this condition show that it is properly applicable only to a case *where the purchaser requires* the vendor to remove some objection or comply with some requisition and the vendor is unable or unwilling to do so; and that it is not applicable to a case where the purchaser, taking a fatal objection to the title, does not ask for its removal, but simply claims to repudiate and rescind the contract, on that ground. In that case the purchaser was allowed to recover damages for the vendor's breach of contract. It is submitted that this case, which was not cited in *Procter* v. *Pugh*, meets the objection of SARGANT, J., that the common condition for the vendor's rescission would be almost inoperative if he were debarred from using it on his failure by his own fault to show a good title. And it is submitted that this doctrine of *Bowman* v. *Hyland* is applicable, not only where the abstract shows no title at all in the vendor, but also where the defect disclosed is such that, if the purchaser were to accept the title, he would be taking a substantially different thing from what he was offered by the contract; provided that the vendor's misdescription was made, not by some innocent and excusable error, but (though without intention to defraud) either knowingly or else recklessly without caring whether it were false or true (see *ante*, pp. 120, 121). And it is further submitted that in all the leading cases in which the vendor has been allowed to rescind under this condition, notwithstanding his failure to show a good title, either (1) the purchaser has not repudiated the contract at once, but has gone on with it by seeking to obtain the removal of the objection; or else (2) the vendor's misrepresentation as to his title was made not knowingly or recklessly, but by an innocent error, on his part. One or both of those elements will be found to have been present in *Duddell* v. *Simpson* (L.R. 2 Ch. 102); *Mawson* v. *Fletcher* (L.R. 10 Eq. 212, 6 Ch. 9); *Re Great Northern Railway & Sanderson* (25 Ch. D. 788); *Re Dames & Wood* (29 Ch. D. 626); *Heppenstall* v. *Hose* (33 W.R. 30); *Re Terry & White's Contract* (32 Ch. D. 814); *Re Star Bowkett Building Society & Sibren* (42 Ch. D. 375); *Ashburner* v. *Sewell* (1891, 3 Ch. 405); *Re Deighton & Harris's Contract* (1898, 1 Ch. 458); *Isaacs* v. *Towell* (1898, 2 Ch. 285); *Re Milner & Organ* (64 SOL. J. 463); and *Merrett* v. *Schuster* (1920, 2 Ch. 240). And if it cannot be gathered that either element was present in *Re Ramuz & Edwards* (37 SOL. J. 701), it is submitted that the decision in that case is inconsistent with the principles established by the subsequent decisions in *Re Jackson & Haden's Contract* (C.A. 1906, 1 Ch. 412), and *Holliwell* v. *Seacombe* (*ibid.* 426), there having been a material misrepresentation by the vendor, made (as it would appear) knowingly, in the description of the property sold. It is respectfully submitted that the above cases show that there is ample scope for the operation of the common condition allowing the vendor to rescind within the limits here contended for.

Finally, it is submitted that, when a vendor delivers an abstract showing a defective title, he *then* commits by his own act a breach of the contract; and there is no place for the contention that, owing to the rule that under the Judicature Acts time is not of the essence of the contract at law where not so in equity, the purchaser cannot rely on this as an actionable breach of the contract until he has first served on the vendor a proper notice making time of the essence of the contract. The vendor has himself assumed to do what he ought to do at the proper time for so doing; his own act has fixed that time; and he has no ground for claiming further time under the above rule. It is therefore submitted that the decision of the House of Lords in *Stickney* v. *Keeble* (1915, A.C. 386, referred to *ante*, p. 58), which turned upon the question, when may a purchaser serve a notice making time of the essence of the contract, does not throw any light on the question, what is in general the proper time for the vendor of land to perform his obligation of showing a good title. It is true that in that case (at p. 403) Lord ATKINSON, citing the head-note in *Wilde* v. *Fort* (4 Taunt. 334), said "If the vendor of an estate should not have a clear title by the day specified [*i.e.* for completion], the purchaser may at law rescind the contract and recover back his deposit, without waiting to see whether the vendor may ultimately be able to establish a good title." That is no doubt true: but its truth is not incompatible with the truth of the proposition established in *Weston* v. *Savage*, *Brewer* v. *Broadwood*, and the other cases above cited, that the purchaser may so rescind at law for the vendor's failure to show a good title on the delivery of the abstract, and need not wait till the day fixed for completion to see if the vendor can acquire a good title. Lord ATKINSON was not controverting that proposition, which had not been argued before him. And Lord ATKINSON (on the same page) pointed out that at law a vendor suing for damages for the purchaser's repudiation of the contract on the day fixed for completion would have to prove, as a condition precedent to the performance of the contract by the purchaser, that he (the vendor) was on that day ready and willing to convey, which involves that he had a good title on that day. That no doubt is so, but with the greatest respect to his Lordship, it is submitted that what is really involved in the vendor's being then ready and willing to convey is, not merely his then *having* a good title, but his then *having proved* to the purchaser that he has a good title; and that therefore, considering that the purchaser cannot safely prepare the conveyance until an acceptable title has been shown, the purchaser's duty to show such title ought by law to be performed at some time antecedent to the day fixed for completion, namely, at such time prior to that date as will allow the purchaser a reasonable time within which to prepare the conveyance. As pointed out above, moreover, in *Stickney* v. *Keeble*, the vendor's title could not have been objected to on delivery of the abstract, the vendors being then well entitled in equity to the land sold under an uncompleted contract of purchase. In that case therefore the crucial date, by which the vendors were bound to have completed their title, was the proper time for conveyance to the purchaser from them. This explains Lord ATKINSON'S citation of *Wilde* v. *Fort* as the authority most in point. And this effectually distinguishes that case from *Procter* v. *Pugh*, the existence of restrictive covenants being an objection of the kind that is considered to be matter of title and not merely matter of conveyance (see *ante*, p. 120). It may be noted too that in *Halkett* v. *Dudley* the existence of restrictive covenants on a small part of the property sold was contended to be a fatal

objection to the title, and Lord PARKER's judgment was delivered on the assumption that this objection was good (see 1907, 1 Ch. 591, 600, and *ante*, p. 120).

It is thought that failure to show title on delivery of the abstract is at common law in the nature of what is called an anticipatory breach of contract going to the whole consideration (see *Michael* v. *Hart*, 1902, 1 K.B. 482, 490); for (as Lord ATKINSON's *dictum* shows) the vendor's failure to discharge this obligation puts it out of his power to perform his duty of conveyance at the proper time for completion. Such failure is thus equivalent to a renunciation of the contract on the vendor's part. And it is submitted that this is the reason why, as held in *Weston* v. *Savage* and *Brewer* v. *Broadwood*, the purchaser has at once, upon such failure, a *legal* right to repudiate and at his election to rescind the contract; see and consider *Lloyd* v. *Collett* (4 Bro. C.C. 469; 4 Ves. 690).

Upon these considerations it is very respectfully submitted that the theory propounded by the late Lord PARKER in *Halkett* v. *Dudley* is erroneous, and that it is to be lamented that it was adopted by so able a judge as Mr. Justice SARGANT.

T. CYPRIAN WILLIAMS.

# Trials for War Crimes.

Mr. Mullins has performed a very useful service in collecting and commenting on the trials lately held at Leipzig under the provisions of the Treaty of Versailles*. These provisions are contained in Arts. 227-230, but Art. 227, under which a special tribunal was to be constituted to try the ex-Kaiser "for a supreme offence against international morality and the sanctity of treaties," proved a dead letter. The accused had taken refuge in a neutral country, and that country exercised its undoubted right of refusing to give him up. This left the articles relating to less highly-placed persons. By Art. 228 the German Government recognised "the right of the Allied and Associated Powers to bring before military tribunals persons accused of having committed acts in violation of the laws and customs of war." Under this, and the two following articles, the accused persons were to be handed over by the German Government to the Allied and Associated Powers or one of them, and they were to be tried by the military tribunals of the Power against whose subjects the alleged crimes had been committed, and the German Government was to furnish all necessary documents and other information. These articles, however, proved impracticable. Lists of accused were prepared, but they included persons held in such esteem in Germany that the German Government had to confess its inability to arrest and hand them over. But if the opportunity of bringing to trial those on whom the main responsibility rested was thus not realized, the scheme was beneficially altered in other directions. The plan for bringing the accused before a court of the aggrieved Power was, experimentally, set aside; the accused were to remain in Germany and to be tried by a German court, and, what was still more important, the tribunal was to be civil and not military. We have said that this arrangement was experimental, and, in fact, the Allies, as Mr. Mullins points out, retained the right, if necessary, to repudiate the German trials and to demand the full execution of Art. 228. But the experiment has been made, and although in this country there was some dissatisfaction with the results, and both the French and Belgian Missions were withdrawn as a protest against the mode in which the trials were conducted, yet we imagine it to be extremely unlikely that the original procedure laid down by the Treaty will be revived.

As we have said, the altered procedure resulted in the trials taking place before a civil instead of a military tribunal. The German Parliament in 1919, 1920, and 1921 passed special laws under which the necessary jurisdiction was conferred on the Imperial Court of Justice, and was exercisable by the criminal division—or senate—of the court. "This court," says Mr. Mullins, "is the highest court in Germany, and may fairly be compared with the Judicial Committee of the Privy Council, though it must be remembered" he adds, "that on the Continent generally, judges, however responsible and however great their jurisdiction, have not the same high standing in public opinion as they have in our own country." How this may be we do not know. The position of judges in different countries is a matter of comparative sociology which it might be interesting to investigate. In English-speaking countries judges have a greater voice in making the law—notwithstanding the current threefold division of Constitutional functions—than on the Continent of Europe; but more influential, perhaps, in determining their social estimation is the fact that they pass to the Bench from the front rank of the Bar instead of entering on judicial office at the outset of their career. But there appears to be no doubt that the President of the court, Dr. Schmidt, and his colleagues, acted as might be expected from judges of a nation which has been so eminent in law. "The seven German judges," says Mr. Mullins, "endeavoured throughout to be true to the tradition of fairness and impartiality which are the pride of all judicial courts," and later:—

> "It is a British characteristic to give honour where honour is due. Speaking for myself and of the trials which I witnessed I say frankly that Dr. Schmidt and his court were fair. Fully neutral at the start, I learnt to respect them, and am convinced that they performed their difficult task without fear or favour. Personally I should be willing to be tried by Dr. Schmidt on any charge which involved my word against that of a German."

Mr. Mullins quotes, in support, the manner in which Dr. Schmidt received evidence as to the food given in prison camps. It referred to times when Germany was suffering from the British blockade, and the shortage of food was universal. The members of the court had suffered in common with the rest of their countrymen, and the complaints were scoffed at in Germany. But Dr. Schmidt "remained serene, and fully investigated the complaints about the food of the prisoners." And when brutality to a prisoner was justified on the ground of some small flirtation with a German girl, "Dr. Schmidt merely smiled; he, at least was a man, and not a military automaton. He understood human nature." Better, indeed, than the petty tyrants of D.O.R.A. in this country who sent English girls to prison for the same offence.

The English cases were, of course, prepared in this country, and, in accordance with the German practice, the proofs of the evidence, both for the prosecution and the defence, were submitted for perusal by the court before the trial. At the trial the initiative in the examination of witnesses lies with the presiding judge, and after he has finished his examination, the State Attorney and the defending counsel, or the accused himself, can put questions through the presiding judge, or, by his permission, directly to the witness. Mr. Mullins, after giving further details of the procedure, says, that it will strike every English lawyer as strange and dangerous. "It places an enormous responsibility in the hands of the presiding judge. While listening to the proceedings in the Leipzig War Trials, I often felt that under such a system, if the judge happened to be biased, I should be pessimistic about my chances of being acquitted on any charge." The difference of procedure springs from a fundamental difference in the historical development of criminal trials here and on the Continent, the two systems being known as the accusatorial, where the burden of the making and proving the charge lies on a private prosecutor, and the inquisitorial, where it is a matter for State officials and judges. Both of them developed through barbarous circumstances: the one, through proof by ordeal, the other through torture, and torture lasted on the Continent—in France, at any rate—until the Revolution, or just before it. But the two systems have approximated, and now, perhaps, the only substantial distinction is in the greater part played by the judge in the examination of witnesses. Fortunately, the German court found the English witnesses extremely reliable, and with a fair judge and a reliable witness, the same result will be attained under either system. "There is no doubt," says Mr. Mullins, "that the British Mission and the witnesses who gave evidence in the court, created an immense impression upon the German court, the officials, the press, and the public" (p. 48); and elsewhere, in referring to the solitary case in which the court definitely found that a British witness was not telling the truth, he says (p. 192), that the principal reason why convictions were obtained in the British cases was that the British witnesses, however great their sufferings had been in the past, showed no signs of malice or bias when giving their evidence;" and at p. 195, "Over and over again British witnesses went out of their way to tell of some redeeming incident; over and over again they refused to bind themselves to the assertion that it was the accused who had done this or that." The French and Belgian witnesses do not seem to have been on quite the same level, but Mr. Mullins did not attend the trials of these cases, and he abstains from comment. In fact, the English, with six cases, secured five convictions, the French with five secured one, and the single Belgian case which was heard failed. But, as stated above, the French and Belgian Missions withdrew, and all their witnesses were not heard. Of the British cases, three were concerned with ill-treatment of prisoners of war, and three with submarine warfare. Into the details of these we have not space to go. Mr. Mullins sets them out at length, and his account will be found very interesting. In the introduction, which the Solicitor-General contributes, describes the sentences as, in the opinion of the British Mission, too light; but he says, that in Germany they would produce a different impression, inasmuch as ordinary

* The Leipzig Trials. An Account of the War Criminals' Trials and a Study of German Mentality. By CLAUD MULLINS, Barrister-at-Law, with an Introduction by Sir ERNEST POLLOCK, K.C., M.P. H. F. & G. Witherby. 8s. 6d. net.

criminal sentences were imposed for military offences. Moreover, the trials were mainly concerned with subordinates; the persons really responsible have not been brought to justice; and even as regards subordinates, it was necessary, in order to secure convictions, to prove the cases up to the hilt, and evidence to this extent was difficult to obtain. In his final chapter Mr. Mullins makes an attempt to estimate the results which have been achieved by the trials, and while he finds them defective in that they have done little to advance the problems of international jurisprudence, and of general criminal responsibility in war, which seemed to offer themselves for solution, he regards them as valuable from the point of view of international politics and morality. It was, indeed, for this purpose that they were designed, and so far as they have failed, it is because the greater criminals have not been brought to book. And, of course, the subject-matter of these trials is the mere fringe of the atrocities which were due to the war itself and were enacted in all the theatres of war—atrocities due to the practice and customs of war, rather than to any breach of them. This should always be remembered when it is a question of punishing the crimes which war, itself the initial crime, begets.

# The New Statutes.

THE RAILWAYS ACT, 1921 (11 & 12 Geo. 5, c. 55).

This is a formidable statute. Unlike the Education Act, it is not in any real sense a consolidating statute, for, although it repeals one or two minor provisions of the Railway and Canal Traffic Acts, and the whole of the temporary Act of 1920, yet in the main it leaves the pre-existing law of railway carriage where it stood before. The object of this Act is of a quite different kind; it is "to provide for the reorganization and further regulation of Railways and the discharge of liabilities arising in connection with the possession of Railways, and otherwise to amend the Law relating to Railways, and to extend the duration of the Rates Advisory Committee." Our best plan of comment will be to distinguish between the five purposes thus indicated, and to consider briefly the effect of the statute on

(1) The Reorganisation of Railways;
(2) The Regulation of Railways;
(3) The Discharge of liabilities arising out of the possession of Railways;
(4) Amendments of the General Railway Law;
(5) Extension of the Rates Advisory Committee.

Before commencing the proposed summary, it will be useful to describe very shortly the actual framework of the Act. It consists of six parts containing in all eighty-six clauses, many of which are very lengthy, and of nine long schedules. Part I relates to the Reorganization of the Railway System; Part II, the Regulation of Railways; Part III, Railway Charges; Part IV, Wages and Conditions of Service; Part V, Light Railways; and Part VI is General. The First Schedule contains a list of "Groups," *i.e.*, collections of independent statutory undertakers who are permitted to effect certain pooling arrangements with one another by virtue of the Act. The Second Schedule contains a scheme for the control, by Board of Directors, of such companies as are amalgamated into one in pursuance of the Act. The Third Schedule makes provision for existing officers and servants. The Fourth relates to Schedules of Charges. The Fifth contains miscellaneous provisions as to rates. The Sixth Schedule consists of a long list of minor statutory amendments effected by the Act, and the Ninth Schedule a similar list of repeals. The Seventh and Eighth Schedules (which seem out of place—they should have preceded the Sixth Schedule, which is logically one with the Ninth) relate to National Agreements and certain statutes to be supplied to the Board of Trade.

By way of further preliminary it will be useful to remind our readers of the very interesting way in which the present status of railways has evolved. In the pre-railway days, it became usual for local boards of Turnpike Trustees to obtain an Act of Parliament which gave them power to make a main road throughout a considerable area of country and to provide for its upkeep by levying "tolls" on persons using it. Such Turnpike Trustees were known as "statutory undertakers" and obtained special powers enabling them to purchase land by compulsion. The carriers who used their roads paid "tolls" and undertook all the obligations of "common carriers." Sometimes the Turnpike Trustees would make it a condition of using their roads that such carriers should charge "reasonable rates" or rates fixed and revised by themselves. In this way there grew up, in the course of the eighteenth and early nineteenth century, a system of main roads, statutory undertakers, common carriers, tolls, and scheduled rates, in addition to a system of "compulsory purchase," which proved useful precedents when the great period of railway construction arrived, in the forties of the last century.

Now the earliest railway companies were simply "statutory undertakers," who got by special Act of Parliament powers to purchase land, make a *railroad*, and charge "tolls" to the carriers and the members of the public who used it. Their business was to provide a road; it was not contemplated at first that they would own and run the trains. It was at first expected that the common carriers would convert their wagons into carriages drawn by locomotives, that the licensed post-keepers would similarly convert their passenger stage-coaches, and that private gentlemen would do the same with their carriages. The statutory undertakers were to make their income out of the tolls paid by those three classes for the right to put their carriages on the railroad. And, in fact, at first, something of the kind was done. But unexpected difficulties, of a kind very obvious to us, at once arose. It became necessary to regulate the use of the railroad so as to prevent collisions. This made it necessary to provide (1) signal-boxes, (2) stations, (3) sidings, and (4) protection for level crossings. And so the system of private competitive user of the railroads broke down. The statutory undertakers began to provide themselves the goods trains, the passenger-coaches, and the special trains which took the place of carriers' wagons, stage-coaches, and the great nobles' carriages. But custom dies slowly, and until the close of Lord Palmerston's day great peers invariably travelled by a special train. Instead of charging "tolls" to carriers, stage-coaches, and private carriages, the railway companies charged "tolls" to the consignors of goods, the passengers, and the occupiers of special trains, though, we believe, passengers can still place a private locomotive car on the railroad, if they so prefer. Gradually Parliament intervened, and, partly by General Act, partly as a statutory condition precedent to the grant of purchasing powers in each special Railway Act, fixed Parliamentary rates of maximum charges, and provided for their revision by the Railway and Canals Traffic Commission in the way familiar to all of us.

The result was that the railway companies, instead of becoming quasi-public boards controlling special main roads of a peculiar type, used by a body of competing carriers, became statutory monopolists—within the limits of their own line—burdened by special provisions in favour of the consigning and travelling public. It was felt that this state of things was undesirable, and so the old scheme was abandoned. Instead of allowing a few statutory undertakers to run, each a line in one allotted area, the practice grew up of encouraging as many promoters as possible to start rival competing lines in each great area; and their statutory rivals were forbidden to amalgamate or to make agreements for restricting competition in respect of rates and services. Hence arose all the evils of duplication, triplication, quadruplication, of the lines in many parts of the country. The waste was enormous. It mostly fell on the poor railway employee, since rates against the public-at-large were fixed, and low minimum expenses were absolutely necessary to secure the influx of capital to re-stock the lines. This system of waste only ended with public control during the war, which in the case of the railways did really effect many valuable economies. A certain amount of pooling was allowed by the temporary Act of decontrol, passed last year and now repealed by the present statute; but it became clear that the private companies, on regaining their freedom, must not be shackled by the wasteful system of excessive competition forced on them by the law in pre-war days. Indeed, in view of the fact that wages of railway servants have trebled and the price of raw materials doubled, whereas passenger rates have only been increased seventy-five per cent., it has long been clear that the railways could not possibly pay their way unless some restriction of the old system of compulsory waste by excessive competition was sanctioned by Parliament. The main object of the present Act is to give the necessary sanction, and to make the incidental provisions subsidiary thereto.

Part I of the Act, then, sets out to provide a system of reorganization of the railways. This it does by dividing up the whole area of the country into four great groups, namely, the Southern, Western, North Western, and North Eastern groups. The latter include the Scots as well as the Midland and North of England lines. In each group the existing railways are divided into two categories, the principal companies and the subsidiary companies. The former are to be amalgamated into one large company governed by a statutory Board of Directors; the latter are to be absorbed into this company by a special procedure provided in the Act. Of course, this re-arrangement involves an immense deal of administration and financial readjustment; the arrangements for this are contained in ss. 1 to 15 of the Act. But it is obviously out of the question to describe them here in detail.

Part II of the Act provides for the Regulation of the Railways, thus re-grouped, amalgamated, and absorbed. Here the Ministry of Transport come in. The Minister is given vast powers for controlling and supervising, in the public interest, the huge combines which the statute creates. The following powers, *inter alia*, are conferred on him:—

(1) The Minister of Transport can make orders as to the working of the railways (s. 16 (1) (2) (3), etc.).

(2) He can make orders as to the Compulsory Acquisition of Land (s. 17).

(3) He can make orders confirming Agreements for the purchase, lease, or working, of any part of one railways system by another (s. 18).

(4) He can make orders consenting to or forbidding combinations for purposes not authorised by the Act (s. 19).

The disclosing of existing liabilities, arising chiefly out of the national agreements relating to wages and conditions of service with the Railwaymen's Union, is governed and controlled by Part IV of the Act. This provides for the settlement of disputes, the establishment of Councils of Arbitration and Government Guarantees in certain circumstances. But these are not matters of special interest to lawyers as such.

Part III, which deals with Railway Charges, contains numerous amendments of the law. It sets up a Railways Rates Tribunal with a new procedure with power to give binding decisions (ss. 20-26). These take over the existing powers of the Railway and Canal Commission (s. 27). It has conferred upon it the following functions :—

(A) Classification of Merchandise for rating purposes.
(B) Variation of Through Rates.
(C) Institution of new Group Rates.
(D) Variation of any toll payable by any trader.
(E) Charges for Terminal Services.
(F) Reasonableness of charges for services and accommodation.
(G) Reasonableness of conditions as to packing of commodities in transit.
(H) Enumeration of the articles comprised in "passenger" luggage.
(I) Constitution of Local Joint Committees to exercise certain of these powers.

Limits of space prevents us discussing in detail Part V and Part VI of the Act, which deal with Light Railways and General Provisions respectively. For the most part, the latter part is chiefly concerned with relations between the Companies *inter se* or between the Companies and the Ministry of Transport. But any legal practitioner who has a railway case would be well advised to give a glance at the Act and each of its 86 clauses, just to see if any provision therein affects him in any way. For the statute has a knack of making little amendments of existing law in the most unexpected places.

## Correspondence.

### Lord Halsbury.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

SIR,—Atlay's "Victorian Chancellors" contains the following interesting references to Lord Halsbury, and I think they form excellent illustrations of his great powers and strength of character.

1. "It used to be said of him that he was the only man at the Bar who would stand up to Russell with absolute and unmistakable confidence."

2. "His examination-in-chief of the Claimant was a masterpiece in an art the difficulties of which are strangely underestimated outside the legal profession."

3. "At the time when the Lambeth Judgment in the Bishop of Lincoln's case was before the Privy Council, Archbishop Benson told me that the Chancellor's intuitive grasp of the points at issue was the most marvellous thing he had ever witnessed."

J. ROWLAND HOPWOOD.

13, South Square,
Gray's Inn,
13th December.

## Books of the Week.

Criminal Appeals.—Criminal Appeal Cases. Edited by HERMAN COHEN, Barrister-at-Law. 21st August; 17th, 18th, 19th, 24th, 25th, 26th, 27th October; 1st, 7th, 14th, 21st November, 1921. Sweet & Maxwell, Ltd. 5s. net.

Merchant Shipping.—The Merchant Shipping Acts. By ROBERT TEMPERLEY, M.A., Barrister-at-Law. 3rd Edition, comprising The Merchant Shipping Acts, 1894 to 1921 and The Shipowners' Negligence (Remedies), Act, 1895, with Notes and an Appendix of Orders in Council, Rules and Regulations, Official Forms, etc. By the Author, now a Solicitor of the Supreme Court, and WILLIAM LENNOX MCNAIR, LL.M., Barrister-at-Law. Stevens & Sons, Ltd. 50s. net.

# CASES OF THE WEEK.

## Court of Appeal.

**FRENCH AND ANOTHER** *v.* **GETHING (Gething Claimant).** No. 2. 4th November.

INTERPLEADER—BILL OF SALE—REGISTRATION—GIFT (POST NUPTIAL) BY HUSBAND TO WIFE—JOINT POSSESSION—POSSESSION FOLLOWING TITLE —"ORDER AND DISPOSITION OR REPUTED OWNERSHIP"—BILLS OF SALE ACT, 1878 (41 & 42 Vict. c. 31) ss. 4, 8—MARRIED WOMEN'S PROPERTY ACT, 1882 (45 & 46 Vict. c. 75) s. 10.

*Judgment creditors having levied an execution at the house of the judgment debtor, the debtor's wife claimed the goods under a post-nuptial deed of gift executed by the debtor in her favour "for natural love and affection." The deed was not registered under the Bills of Sale Act, 1878, and the goods remained in the house where the husband and wife continued to live together, as they did at the time of the execution of the deed.*

*Held*, (1) (*following* Ramsay *v.* Margrett (1894, 2 Q.B. 18), *that after the execution of the deed, the furniture was as much in the possession of the wife as in that of her husband, and as possession followed the title the goods were in the possession of the wife, and the deed did not require registration under the Bills of Sale Act*, 1878, *as a bill of sale*; *and* (2) *that the judgment creditors of the husband were not entitled to levy execution on the goods, because, in the absence of evidence that the goods, after the gift, remained in the order and disposition or reputed ownership of the husband, s.* 10 *of the Married Women's Property Act*, 1882, *did not invalidate the deed of gift. Decision of the Divisional Court* (Lush *and* Sankey, JJ.) (65 SOL. J., 696; 1921, 3 K.B. 280), affirmed.

Appeal from the decision of the Divisional Court. The case came before the Divisional Court on an appeal from a Master of the High Court on an interpleader issue. On 6th September, 1920, the plaintiffs obtained judgment against the defendant, Gething, for £622. The plaintiffs then proceeded to levy execution on the furniture at the house of the defendant, Gething. Thereupon the defendant's wife claimed the goods, namely, furniture, on which the plaintiffs sought to levy execution, under a post-nuptial deed of gift made on the 4th May 1914, in her favour "for natural love and affection." This deed was not registered under the Bills of Sale Act, 1878, and the furniture remained in the defendant's house, in which the husband and wife continued to reside together after the deed as they did before. The plaintiffs took two points (1) that the deed of gift was void as against them, as it was not registered as a bill of sale, and (2) that the gift was void under s. 10 of the Married Women's Property Act, 1882. The Master, applying *Ramsay* v. *Margrett* (*supra*), held that the deed was good and gave judgment for the claimant. The plaintiffs appealed to the Divisional Court. The Divisional Court held, following the same case, that the Master was right in holding that the possession of the goods was in the wife of the judgment debtor at the time of the seizure by the execution creditors. They held, further, that the deed of gift was not invalid under s. 10 of the Married Women's Property Act, 1882, and dismissed the appeal. The plaintiffs appealed to the Court of Appeal.

BANKES, L.J., in the course of his judgment, said that the only distinction between *Ramsay* v. *Margrett* (*supra*) and the present case was that in the present case there was a voluntary gift of the furniture by the husband to the wife, whereas in *Ramsay* v. *Margrett*, the wife had purchased the furniture from the husband. But that could make no material difference to the question which the court had to decide. In both cases a claim was made to the goods by an execution creditor of the husband, and in both cases the husband and wife were living together. In both cases the goods became the property of the wife and it was immaterial whether the goods became her property by gift or by purchase. It was decided in *Ramsay* v. *Margrett* (*supra*), that as both husband and wife were living together in the house in which the furniture was, it was as much in the possession of the wife as in that of her husband and that in such a case possession followed the title. As Lord Esher, M.R., said in *Ramsay* v. *Margrett* (1894, 2 Q.B. at p. 25) "When possession is doubtful it is attached to the title." The present case was covered by *Ramsay* v. *Margrett*, and the court was bound by that decision. The wife in this case had sufficient possession of the goods to take the case out of the Bills of Sale Act, 1878, and the document did not require registration. With regard to the point taken that the deed was invalid under s. 10 of the Married Women's Property Act, 1882, which provided that "nothing in this Act contained shall give validity as against creditors of the husband, to any gift, by a husband to his wife of any property, which, after such gift, shall continue to be in the order and disposition or reputed ownership of the husband . . ." the words "order and disposition" in that section meant "actual order and disposition," and there was no question about the goods in this case being in the actual order and disposition of the husband, because the case had been fought on the assumption that the gift to the wife was a *bonâ fide* gift. Then the question arose whether the goods in question were in such a situation as to convey the impression that they were in the reputed ownership of the husband. The question of reputed ownership had been discussed by Lord Selborne, L.C., in *Ex parte Watkins* (L.R. 8 Ch. 520). In the present case no inference could be drawn that the goods were in the reputed ownership of the husband. Therefore, the Divisional Court was right,

and the appeal must be dismissed; but he reserved the question whether Lush, J., was right in limiting s. 10 to cases where the husband was carrying on business on the premises.

SCRUTTON, L.J., and ATKIN, L.J., concurred. Appeal dismissed.—COUNSEL: *Schiller*, K.C., and *J. M. Lightwood*; *Disturnal*, K.C., and *Wynn Werninck*. SOLICITORS: *Reid Sharman & Co.*; *Arthur Sugden*.

[Reported by T. W. MORGAN, Barrister-at-Law.]

# High Court—Chancery Division.

*In re* **BURROUGHES** *v.* **ABBOTT and OTHERS.** P. O. Lawrence, J. 8th and 17th October.

REVENUE—DEED SECURING ANNUITY FREE OF INCOME TAX—CONTRAVENTION OF INCOME TAX ACTS—RECTIFICATION—JURISDICTION.

*The Chancery Division of the High Court can order rectification of a deed made in pursuance of an order of the Divorce Division if such rectification is incidental to the other relief asked for in the action. A deed which contravenes the prohibitions of the Income Tax Acts is a prohibited agreement within the decision in* Blount *v.* Blount (1916, 1 *K.B.* 230) *and not a permissible agreement within the decision in* Brooke *v.* Price (1917, *A.C.* 115).

*Rectification of such a deed will be granted to carry out the order of the Court under which it is alleged to be made, even though it were settled by conveyancing counsel and made over twelve years ago, and even though the mistake were a mistake of law*: Stone *v.* Godfrey (5 *De G. M. & G.* 76).

This was an action claiming first to have a certain declaration as to the construction of a deed of separation and secondly in certain events rectification of the said deed. In the course of the hearing a question arose as to whether application as to rectification ought to have been made to the Court in pursuance of whose order the deed had been executed, namely, the Divorce Court, but all parties desiring to avoid the expense and delay which would be caused by such an application, the learned judge communicated with the learned President of that Division, who acquiesced in the question being determined in the Chancery Division, and expressed the view that there was jurisdiction to deal with it there as incidental to the other relief sought. The facts of the case are as follows. On 25th November 1907 the Divorce Court ordered that a husband should secure by deed to be settled by one of the Conveyancing Counsel of the Court the payment to the Plaintiff of an annual sum of £1,400, during the joint lives of the husband and wife in respect of whom a decree absolute for dissolution of their marriage had been made, and after the death of the husband an annual sum of £1,000 was to be paid, to be secured to the wife for her life, and it was further ordered that all payments under the order should be free of income tax. Questions arose over the nature and amount of security to be given by the husband to comply with the provisions of the order, but these were compromised and in 1909 a deed was settled under which the husband conveyed and assigned certain property to trustees upon trust, that out of the income thereof they should pay the plaintiff the annual sum of £1,400, free of income tax, and after his death the annual sum of £1,000, free of income tax. The husband paid the £1,400 free of income tax till his death in 1912, and his executors paid the £1,000 free of income tax until shortly before this action was started. The plaintiff in this action claimed against the trustees of the deed a declaration that upon the true construction of the deed the trustees held the trust funds and securities now subject to the trusts of the deed as security for the payment to the plaintiff of the annual sum of £1,000 free of income tax. That is to say, the annual sum specified and defined by the order made in 1907, and alternatively rectification of the deed so as to provide that such funds should be held by the trustees as security for the payment to the plaintiff of the annual sum of £1,000 free of income tax. The executors of the husband were now claiming that the agreement for payment of the annual sum of £1,000 in full, without deducting income tax was void, and that the plaintiff was only entitled under the deed to the annual sum of £1,000 less income tax. For the plaintiff it was contended that the deed of 1909, being conceived solely for the purpose of giving effect to the order of the Divorce Division, was prevented from coming within the terms of s. 103 of the Income Tax Act, 1842, as now replaced by r. 23 (2) of the general rules applicable to schedules A to E to the Income Tax Act, 1918, and the cases of *In re Barry's Trusts* (1906, 1 Ch. 768 and 1906, 2 Ch. 358) and *Brooke* v. *Price* (*supra*), were cited. It was also contended that, where a document is signed contrary to the intention of the parties, the Court has jurisdiction to and should rectify it, and this can be done even though the mistake is one of law, and *Stone* v. *Godfrey* (*supra*) was referred to. For the husband's executors, it was contended that income tax must be deducted by the trustees before the payment of the annuity, and they referred to *Blount* v. *Blount* (*supra*) and *In re Peck's Settlement* (1921, 2 Ch. 237). Where the parties have entered into a contract to do an illegal act, the Court will not mould it by rectification so as to make it legal.

P. O. LAWRENCE, J., after stating the facts, said: "The deed of 1909 does not fall within the class of permissible agreements of which the settlement dealt with in *Brooke* v. *Price* (*supra*) is an example, but it falls within the class of prohibited agreements of which the settlement dealt with in *Blount* v. *Blount* and *In re Peck's Settlement* (*supra*) are examples. The fact that the deed was executed in supposed obedience to an order of the Court does not prevent it from being an agreement which contravenes the prohibitions of the Income Tax Acts; therefore the attempt to secure the payment to the plaintiff of an annuity of £1,000, free of income tax, pursuant to the order of 25th November 1907, has failed. On the question of rectification it should be said that the order was made against the husband *in invitum* and was unambiguous in its terms. The deed was executed by all parties with the sole intention of complying with the order and in the full belief that it had the effect of securing the payment to the plaintiff of the annuities free of income tax. The fact that conveyancing counsel under the order settled the deed is no bar to the relief sought. The Court has ample jurisdiction to rectify the deed so as to make it conform to the order and carry out the clear intention of the Court and all the parties to it. The delay of twelve years since the date of the deed, having regard to the fact that the deed has always been treated as validly securing payment of the annuities to the plaintiff free of income tax, affords no defence to the claim for rectification. The plaintiff is therefore entitled to rectification."—COUNSEL: *Ward Coldridge*, K.C. and *Leonard Mossop*; *C. E. E. Jenkins*, K.C., and *J. N. Gray*; *Owen Thompson*, K.C. and *Bryan Farrer*; SOLICITORS: *B. Trayton Kenward*; *W. J. Fraser & Son*; *Elkin Henriques & Harford*, for *W. T. de B. Borwell*, Seaford.

[Reported by L. M. MAY, Barrister-at-Law.]

**FASHENDER** *v.* **THE ATTORNEY-GENERAL.** Russell, J. 8th, 9th and 24th November.

ALIEN—BRITISH BORN WOMAN—MARRIAGE TO AN ALIEN ENEMY BEFORE TREATY OF PEACE—CHARGE OF PROPERTY UNDER THE TREATY—BRITISH NATIONALITY AND STATUS OF ALIENS ACT, 1914 (4 & 5 Geo. 5, c. 17), s. 10.

*A woman can divest herself of her allegiance to the British Crown and become an alien in time of war by marriage with an alien. Section* 10 *of the British Nationality and Status of Aliens Act*, 1914, *is not an empowering section, and has application in time of war to deprive a woman so marrying of her British nationality.*

R. *v.* Lynch (1903, 1 K.B. 444), *distinguished*.

This was an action for a declaration that the plaintiff's property was not charged under the Treaty of Peace with Germany or the Treaty of Peace Order 1919. The facts were as follows: The plaintiff was born in Lincoln in 1876 of British parents. Before the war she became engaged to a German subject, and she left England on 10th October, 1919, and proceeded to Gregberg near Cologne, where she married him. During all the material times she was possessed of personal property in England. The Attorney-General alleged that the plaintiff was on the 10th of January, 1920, the date when the Treaty of Peace came into force, a German national for the purposes of and within the meaning of the Treaty of Peace with Germany, and the Treaty of Peace Order, 1919, and that her property became charged on that day under the said Treaty. The plaintiff contended that she was at all material times and still is a British subject. *Cur. adv. vult.*

RUSSELL, J., in the course of a considered judgment, after stating the facts, said: The plaintiff is the registered holder of certain fully-paid shares in an English limited company, and she owned those shares on the 10th of January, 1920. If on that day she was a German national within the meaning of s. 1 (xvi) of the Treaty of Peace Order, 1919, these shares became subject to the charge created thereby. Two points were raised on behalf of the plaintiff, (1) that she could not, even though she wished to do so, throw off her allegiance to the British Crown in time of war, and consequently that she did not by her marriage to a German cease to be a British subject, and had not ceased to be a British subject on the 10th of January, 1920; and (2) that (assuming the first point to be established) she was on the 10th of January, 1920, a British national according to the municipal law of this country although, no doubt, a German national according to the municipal law of Germany. And consequently that she was a person of dual nationality, and that such a person, or at all events, such a person who possessed as one of her nationalities British nationality, could not be a German national within the meaning of s. 1 (xvi) of the Treaty of Peace Order, 1919. In dealing with the first point, the right of a British subject to divest himself of his British nationality depends on statute. By s. 6 of the Naturalization Act, 1870 (33 & 34 Vict. c. 14), it was provided that any British subject who had when in any foreign state, and not under any disability, voluntarily become naturalised in that state should be deemed to have ceased to be a British subject, and be regarded as an alien. Section 10 provided that a married woman should be deemed to be a subject of the State of her which her husband was for the time being a subject. The Act of 1870 has been superseded and repealed by the British Nationality and Status of Aliens Act, 1914 (4 & 5 Geo. 5, c. 17). Section 10 of that Act provides that the wife of a British subject shall be deemed to be a British subject, and the wife of an alien shall be deemed to be an alien. Section 11 provides that a woman who, having been a British subject, has by or in consequence of her marriage become an alien shall not by reason only of the death of her husband or the dissolution of her marriage cease to be an alien. Section 13 provides that a British subject who, when in any foreign State and not under disability, by obtaining a certificate of naturalisation or by any other voluntary and formal act becomes naturalised therein, shall thenceforth be deemed to have ceased to be a British subject. Section 14 provides that a natural-born British subject may in the circumstances therein provided for make a declaration of alienage, and that on making the declaration he ceases to be a British subject. It is argued that these sections of the Act of 1914 have no application to the case when the acts specified are done in time of war, and that therefore the plaintiff has not lost her British nationality and *R.* v. *Lynch* (*supra*), is referred to. That decision does not

touch s. 10 at all. Section 10 is not an empowering section. Alienage is not the sole object of the marriage or even its primary object, nor can it be reasonably said to fall within its objects. The plaintiff is the wife of an alien, and in face of s. 10 it is difficult to say that she is not an alien. Then the question arises, when did she become an alien? It must have been at the time of her marriage; no other time is indicated or contemplated. If I am right in this, no dual nationality exists, and the second point does not arise. I may add that if I am wrong on the first point, the second is completely covered by the recent decision of P. O. Lawrence, J., in the case of Re Chamberlain's Settlement: *Chamberlain* v. *Chamberlain* (*ante*, p. 6 (3); 37 T.L.R. 966). In the result the action fails and must be dismissed.—COUNSEL: *Mark L. Romer*, K.C., and *Wallington*; *Sir Gordon Hewart*, A.G., and *Gavin Simonds*. SOLICITORS: *Gueseman* and *Rouse*; *The Treasury Solicitor*.

[Reported by L. M. MAY, Barrister-at-Law.]

# High Court—King's Bench Division.

**RYALL** *v.* **CUBITT HEATH & OTHERS.** Divisional Court. 9th and 10th November.

LOCAL GOVERNMENT—NOTICE TO REPAIR HOUSES—WITHIN TWENTY-ONE DAYS—JURISDICTION OF MAGISTRATE—REASONABLE PERIOD—POWER OF APPEAL—HOUSING OF THE WORKING CLASSES ACT, 1890 (53 & 54 Vict., c. 70), ss. 35, 86; HOUSING, TOWN PLANNING, &C. ACT, 1919 (9 & 10 Geo. 5, c. 35), s. 28.

*When a local authority gives notice that certain repairs are required to be done in respect of houses within s. 28 of the Housing, Town Planning, &c. Act, 1919, and the notices are not complied with, the magistrate is entitled, on application being made to him, to investigate the circumstances with a view to ascertaining the reasonableness of the time within which the local authority requires the work to be completed.*

*The power of appeal to Quarter Sessions provided for by s. 35 of the Housing of the Working Classes Act, 1890, in respect of orders given by a local authority does not extend to notices given by a local authority.*

Case stated by a Metropolitan Police Magistrate. The respondents were the owners of a number of houses (situate in the Borough of Bermondsey) within the meaning of s. 28 of the Housing, Town Planning, &c. Act, 1919. Early in 1920 notice was served on them by the local authority to repair certain of these houses. This notice not having been complied with, further notices to the same effect were served on them in April, 1920, requiring the work to be done within twenty-one days. These notices were also not complied with. The local authority thereupon themselves carried out the repairs, and in November, 1920, served upon the respondents demands for their expenses in connection with the work. These demands were not met, and a summons was taken out under s. 28 of the Housing, Town Planning, &c. Act, 1919. The magistrate held that twenty-one days was an unreasonable period, as the owners could not by the exercise of any reasonable diligence have completed the work within that time. He also held that the notices were invalid and dismissed the complaints. By the Housing, Town Planning, &c. Act, 1919, it is provided: S. 28.—"(1) If the owner of any house suitable for occupation by persons of the working classes fails to make and keep such house in all respects reasonably fit for human habitation then, without prejudice to any other powers, the local authority may serve a notice upon the owner of such house requiring him within a reasonable time, not being less than twenty-one days, specified in the notice, to execute such works as may be necessary to make the house in all respects reasonably fit for human habitation . . . (2) If the notice of the local authority is not complied with, the local authority may . . . do the work required to be done. (3) Any expenses incurred by the local authority under this section may be recovered in a court of summary jurisdiction . . . (6) This section shall be deemed to be part of Part II of the principal Act." By the Housing of the Working Classes Act, 1890, it is provided: s. 35—"(1) Any person aggrieved by an order of the local authority under this part of this Act, may appeal against the same to a Court of Quarter Sessions . . ." S. 86—"(1) An order in writing made by a local authority under this Act shall be under their seal and authenticated by the signature of their clerk or his lawful deputy. (2) A notice, demand, or other written document proceeding from the local authority, under this Act shall be signed by their clerk or his lawful deputy."

DARLING, J., in delivering judgment, said that the question appeared to turn entirely on s. 28 of the Housing, Town Planning, &c. Act, 1919. The magistrate was bound to enquire into all the circumstances, *i.e.*, not merely to enquire whether the minimum notice of twenty-one days had been given, but whether the notice given was reasonable. It was said that he had no right to do so because of s-s. 6 of s. 28 and that there was an appeal to the Quarter Sessions. Powers of appeal in respect of other matters were by the Act of 1909 given to the Local Government Board. The power of appeal to Quarter Sessions was given in respect of an order, and not of a notice. This was a "notice," not an "order," and there was no appeal from a notice. The distinction between a notice and an order was to be found in s. 86 of the Act of 1890. Sub-section 6 of s. 28 of the Act of 1919 appeared to be inapplicable so far as it related to the question whether the magistrate, in ordering the enforcement of a reasonable notice, had a right to enquire into what was required by the notice and the circumstances in which it was possible for the requirements to be complied with. In his Lordship's opinion the magistrate had acted quite rightly in enquiring into the circumstances, and there was no legal ground for allowing the appeal.

SANKEY and BRANSON, JJ., delivered judgments to the same effect, and the appeal was dismissed. COUNSEL: *Travers Humphreys*; *Eustace Hills*, K.C., and *Inman*. SOLICITORS: *F. Ryall*; *Dawson & Co.*

[Reported by J. L. DENISON, Barrister-at-Law.]

**BOYCE** *v.* **COX.** Divisional Court. 21st October.

BASTARDY—SUBSEQUENT MARRIAGE—SEPARATION ORDER—"SINGLE WOMAN"—AFFILIATION ORDER—POOR LAW AMENDMENT ACT, 1834 (4 & 5 Will. 4, c. 76), s. 57—MATRIMONIAL CAUSES ACT, 1857 (20 & 21 Vict. c. 85), s. 26—BASTARDY LAWS AMENDMENT ACT, 1872 (35 & 36 Vict. c. 65), s. 3—SUMMARY JURISDICTION (MARRIED WOMEN) ACT, 1895 (58 & 59 Vict. c. 39), s. 5.

*A woman who was the mother of an illegitimate child (towards the maintenance of which child the father had contributed within twelve months of its birth) married a man other than the father of the child. During the period of cohabitation the husband supported the child. Subsequently the wife obtained a separation order on the ground of her husband's cruelty. She then obtained an affiliation order against the father in respect of the illegitimate child.*

*Held, that by reason of the separation order she had the status of a* feme sole, *and that consequently she had the status of a "single woman" for the purposes of the application for the affiliation order.*

Case stated by a Metropolitan police magistrate. In 1916, the respondent, being at that time an unmarried woman, was delivered of a bastard child. The appellant, Boyce, who was the father of the child made payments during the ensuing twelve months towards the maintenance of the child. The respondent married J. A. Cox in December, 1919, and lived with him until November, 1920, when she left him and shortly afterwards obtained a separation order on the ground of her husband's cruelty. The illegitimate child had lived with her and her husband during the period of cohabitation, and was maintained by him. By the terms of the separation the husband was ordered to pay 10s. per week for her maintenance and the maintenance of a child of the marriage, but not for the maintenance of the illegitimate child. She then obtained an affiliation order against the father of the illegitimate child, the magistrate being of opinion that she was a "single woman" within the meaning of s. 3 of the Bastardy Laws Amendment Act, 1872. This case was then stated by the magistrate for the decision of the court as to whether the father or the husband was liable to support the illegitimate child. The following cases were referred to: *Peatfield* v. *Childs* (63 J.P. 117); *Stacey* v. *Lintell* (4 Q.B.D. 291); *Healey* v. *Wright* (1912, 3 K.B. 249). By s. 57 of the Poor Law Amendment Act, 1834, it is provided: "Every man who from and after the passing of this Act shall marry a woman having a child or children at the time of such marriage, whether such child or children be legitimate or illegitimate, shall be liable to maintain such child or children as a part of his family, and shall be chargeable with all relief, or the cost price thereof, granted to or on account of such child or children until such child or children shall respectively attain the age of sixteen, or until the death of the mother of such child or children; and such child or children shall, for the purposes of this Act, be deemed a part of such husband's family accordingly." Section 5 of the Summary Jurisdiction (Married Women) Act, 1895, provides that: "The court of summary jurisdiction to which any application under this Act is made may make an order or orders containing all or any of the provisions following, viz.:—(*a*) A provision that the applicant be no longer bound to cohabit with her husband (which provision while in force shall have the effect in all respects of a decree of judicial separation on the ground of cruelty)." By s. 26 of the Matrimonial Causes Act, 1857, it is provided: "In every case of a judicial separation the wife shall, whilst so separated, be considered as a *feme sole* for the purposes of contract, and wrongs and injuries, and suing and being sued in any civil proceeding; and her husband shall not be liable in respect of any engagement or contract she may have entered into, or for any wrongful act or omission by her, or for any costs she may incur as plaintiff or defendant: provided, that where upon any such judicial separation alimony has been decreed or ordered to be paid to the wife, and the same shall not be duly paid to the husband, he shall be liable for necessaries supplied for her use . . . " Section 3 of the Bastardy Laws Amendment Act, 1872, provides that: "Any single woman who may be with child or who may be delivered of a bastard child after the passing of this Act may either before the birth or at any time within twelve months from the birth of such child, or at any time thereafter, upon proof that the man alleged to be the father of such child has within the twelve months next after the birth of such child paid money for its maintenance, . . . make application to any one justice of the peace . . . for a summons to be served on the man alleged by her to be the father of the child . . . "

Lord TREVETHIN, C.J., in delivering judgment, said that the order of the magistrate was objected to on the ground that the respondent was not a single woman. The separation order, however, had the effect of a decree of judicial separation on the ground of cruelty, and having regard to the terms of s. 26 of the Matrimonial Causes Act, 1857, a woman who had

obtained such a decree was to be regarded as a *feme sole*. That gave the respondent the status of a "single woman." She was a single woman not living with her husband and the appeal must be dismissed.

SANKEY, J., delivered judgment to the same effect, and ACTON, J., agreed. COUNSEL: *Colam*, K.C., and *Hilton D. Warner*; *G. L. Hardy*. SOLICITORS: *Edmond O'Connor & Co.*; *Tilley & Watts*.

[Reported by J. L. DENISON, Barrister-at-Law.]

# Court of Criminal Appeal.

**REX** *v.* **JOHN THOMAS WYATT.** 21st November.

CRIMINAL LAW—THREAT—INTENT TO EXTORT—THREATENING TO PUBLISH MATTER WITH INTENT TO EXTORT A VALUABLE THING—PROPOSING TO ABSTAIN FROM PUBLISHING MATTER WITH THE LIKE INTENT—NOTICE OF INTENTION TO OBJECT TO LICENCE—LARCENY ACT, 1916 (6 & 7 Geo. 5, c. 50), s. 31.

*The appellant served a notice on a publican to oppose his licence on the ground that he was a bookmaker. He had previously shown a betting book of the publican's to a friend and told him that he would "get him* (i.e., *the publican) with that." He afterwards said that if he obtained a cheque of* £30 *from the publican for certain costs he would "not oppose the licence." He obtained the cheque and withdrew the notice of opposition to the licence.*

*Held, that the notice of opposition to the licence was a threat within s.* 31 *of the Larceny Act,* 1916, *and that the appellant had also proposed to abstain from publishing matter within the meaning of the section. The appellant had therefore committed an offence against the section.*

Appeal against conviction. The appellant was convicted before Shearman, J., at the Essex Assizes on 16th June, 1921, on two counts of an indictment framed under s. 31 of the Larceny Act, 1916 (6 & 7 Geo. 5, c. 50), which provides: "Every person who (a) with intent to extort any valuable thing from any person; (b) directly or indirectly threatens to print or publish or directly or indirectly proposes to abstain from or offers to prevent the printing or publishing of any matter or thing touching any other person (whether living or dead) shall be guilty of a misdemeanour." The first count charged him with threatening on the 26th January, 1921, with intent to extort a valuable thing from one Mogford, to publish to the Licensing Justices for the Finsbury Division of the County of London that Mogford was carrying on the business of a bookmaker, and the second, with having on the 2nd February, 1921, proposed, with the like intent, to abstain from carrying out that threat. Mogford was a publican living at Southend and had licensed houses in London. In July, 1920, Mogford was prosecuted for assault and convicted, fined and ordered to pay four guineas costs. The appellant, who was a managing clerk to a Southend solicitor, first asked his client Isba to pay £30, his costs of the prosecution. Isba refused to pay. It was alleged that the appellant then asked Mogford to pay them, and threatened that unless he received from Mogford the sum of £30 in discharge of those costs, he would reveal to the licensing justices that Mogford was a bookmaker. Soon after the police court proceedings the appellant produced a betting book of Mogford's firm and told a friend named Levy that he would "get him with that" and that he (Mogford) was a bookmaker and a licence-holder. On the 26th January, 1921, the appellant served on Mogford a notice of intention to oppose his licence in respect of one of his public-houses in London on the ground that he was a bookmaker carrying on business in Covent Garden. A few days later the appellant told Levy that if he (the appellant) obtained from Mogford a cheque for the £30 costs he would not oppose the licence. Levy saw Mogford on the 1st February, and Mogford drew a cheque for £30 to the order of the appellant and Mrs. Mogford took the cheque to the appellant. On being asked why the cheque was drawn to him, Mrs. Mogford said: "Because you are the man who is opposing the licence." On receiving an assurance from the appellant that he would not oppose the licence she gave him the cheque. The appellant took it, indorsed it and dictated a receipt which was given to Mrs. Mogford. On the same day a notice was given to her withdrawing the notice of opposition to the licence, dated the 26th January. The court overruled a preliminary objection taken on behalf of the appellant that the offence under s. 31 was confined to printed matter, and the appeal was then argued on the facts. The contentions are set out in the judgment.

Lord TREVETHIN, C.J., delivered the considered judgment of the court (Lord Trevethin, C.J., Sankey and Branson, JJ.). After referring to the facts, he said: It was contended on behalf of the appellant that there was no evidence of a threat within the statute, because there was no evidence that the alleged conversation with Levy, in which the appellant expressed his intention of "getting" Mogford with the betting book, was ever communicated to Mogford, and because, even if it had been communicated, it was not a threat which would have affected the mind of a reasonable man. The answer to this contention is that the threat relied upon in the indictment is not the conversation with Levy, but the notice of the 26th January. The conversation with Levy was material as evidence of the intention with which that notice was given, and was relied upon to show that the appellant in giving the notice was actuated by the intent to extort money from Mogford and not by a sense of public duty as he pretended. It was also contended that the judge misdirected the jury in that he omitted to tell them that in order to constitute an offence against the statute it must be shown that the appellant made such a threat as would affect the mind of a reasonable man and deprive him of his free volition, and cases such as *R.* v. *Tomlinson* (1895, 1 Q.B. 706), and *R.* v. *Boyle* (1914, 3 K.B. 339) were cited to us. Those were cases in which the question was whether the evidence disclosed a demand with menaces under the enactments now represented by ss. 29 and 30 of the Larceny Act, 1916, and they have, in our opinion, no bearing upon the case before us. The nature of the threat required to constitute an offence against s. 31, the section with which we are concerned, is stated in the section itself. Under s-s. (1) it is a threat to publish any libel, and under s-s. (2) a threat to publish any matter. The word "threaten" in this section is equivalent to "expresses an intention to" or "says that he will," and the contention that there was a misdirection on the part of the learned judge therefore fails. It was also contended that there was no evidence that the appellant "proposed to abstain" from publishing the matter in question, but that, on the contrary, the evidence established that the proposal that the appellant should abstain came from Mogford's side. This contention depends for its foundation upon the assumption that in order to come within the section the appellant must have been the first to broach the matter, and that no offence is committed by a blackmailer who, having made a threat to publish something, waits till his intended victim approaches him with a suggestion and then accepts the terms offered. If the jury believed the evidence called by the prosecution, which they were entitled to do, they were at liberty to conclude that the appellant, being dissatisfied with the four guineas costs allowed by the magistrates in the assault case and being unable to get more out of his client Isba, conceived the idea of extorting money from Mogford by the use of the information that Mogford combined the occupations of publican and bookmaker, that having indicated his intention to Mogford's friend, Levy, he followed it up by serving the notice of 26th January, and when that notice had had its intended effect and brought Levy to see him on Mogford's behalf, he sent Levy to Mogford to tell him that if Mogford would send him a cheque for £30 he would withdraw his notice. This, in our opinion, amounts to a proposal by the appellant to abstain from publishing the matter referred to in the notice. The next point raised was whether the notice of 26th January could be held in law to constitute a threat to publish any matter or thing. It was contended that the decision in *R.* v. *Yates* (6 Cox, C.C. 441), showed that an offer to prevent the giving of information to the Excise of a fraud upon the Revenue was not an offer to prevent the publication of any matter or thing within s. 3 of Lord Campbell's Act, 6 & 7 Vict. c. 96, which is in terms practically identical with those of the section now under consideration. It may be that in a case where a person who has in his possession information which would injure another, and who, without any threat having been made by him to publish it, is approached by that other with an offer of money for an undertaking not to publish it, commits no offence under this section by accepting the money and agreeing to the proposal that he should refrain from publishing the information. But it is unnecessary to discuss that question for it does not arise in this case, the appellant having already made a threat to publish the information by the service of the notice of 26th January before anyone approached the appellant at all. We see no ground for interfering with the conviction. Appeal dismissed—COUNSEL: *Hohler*, K.C., and *Wardley*; *Arthur Bryan*. SOLICITORS: *Gibbs, White and King*, for *Percy H. White*, Southend; *The Director of Public Prosecutions*.

[Reported by T. W. MORGAN, Barrister-at-Law.]

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Mr. Marston Clarke Buszard, K.C., of Crown Office Row, Temple, and Pembridge Square, S.W., for many years leader of the Midland Circuit, Recorder of Derby from 1890 till 1899, and afterwards Recorder of Leicester, Liberal M.P. for Stamford from 1880 until 1885, when the borough was disfranchised, who died on 11th September, aged 88 years, left property of the gross value of £21,505.

# New Orders, &c.

## Order in Council.

### GRAND JURIES.

Whereas it is provided by sub-section (2) of section 4 of the Administration of Justice Act, 1920, that that section shall come into operation on the date on which the Grand Juries (Suspension) Act, 1917, expires or, if His Majesty by Order in Council so directs, on such earlier date as may be specified in the Order, and that if any Order is so made the Grand Juries (Suspension) Act, 1917, shall cease to have effect on the date so specified:

And whereas the Grand Juries (Suspension) Act, 1917, will, by virtue of the provisions of sub-section (4) of section 2 thereof and of an Order in Council made on the 10th day of August, 1921, under the Termination of the Present War (Definition) Act, 1918, expire on the 28th day of February, 1922:

And whereas it is expedient that section 4 of the Administration of Justice Act, 1920, should come into operation on the 23rd day of December, 1921, and that the Grand Juries (Suspension) Act, 1917, should cease to have effect on that date:

Now, therefore, His Majesty, in pursuance of the powers vested in Him by section 4 of the Administration of Justice Act, 1920, and of all other powers enabling Him in that behalf, is pleased, by and with the advice of his Privy Council, to direct, and it is hereby directed, that the said section 4 shall come into operation on the 23rd day of December, 1921.

13th December. [*Gazette*, 13th December.

## Treasury Order.

REGISTRY OF COUNTY COURT JUDGMENTS.

INCREASE OF FEES.

The Lords Commissioners of His Majesty's Treasury have been pleased to order that, on and after the 1st January, 1922, the following increased fees should be taken for Searches, etc., namely :—

*Table of Fees.*

| | £ | s. | d. |
|---|---|---|---|
| For every Name Searched for at the Registry for a Judgment | 0 | 1 | 0 |
| For Forty Names Searched for within two months (to be paid in advance) .. .. .. .. .. .. .. | 1 | 10 | 0 |
| For every Certificate of Search, which may be obtained by letter addressed to "The Registrar of County Court Judgments" (postage stamps may be enclosed) .. .. .. | 0 | 2 | 0 |
| For having the Record of any Judgment removed from the Register (to be paid to "The Registrar of the Court" in which the Judgment was obtained) .. .. .. .. | 0 | 1 | 0* |

* This Fee is to be transmitted with the Certificate of Satisfaction.

## Food Control Order.

ORDER REVOKING CERTAIN ORDERS.

In exercise of the powers conferred upon them by the Ministry of Food (Continuance) Act, 1920, and the Ministry of Food (Cessation) Order, 1921, and of all other powers enabling them in that behalf, the Board of Trade hereby revoke as on 1st December, 1921, the Orders mentioned in the Schedule hereto, but without prejudice to any proceedings in respect of any contravention thereof.

25th November, 1921.

*Schedule.*

| | |
|---|---|
| S.R. & O., 1920, No. 972 .. | The Slaughterhouses (Licensing) Order, 1920. |
| S.R. & O., 1920, No. 1004 .. | Directions dated 29th June, 1920, issued under the Slaughterhouses (Licensing) Order, 1920. |
| S.R. & O., 1921, No. 347 .. | The Stocks of Food (Returns) Order, 1921. |

## Railways Amalgamation Tribunal.

RAILWAYS ACT, 1921, SECTION 12 (1) (A).

Notice is hereby given, that the First Scheme of Allocation under the above-named section described in the Notice dated 24th November, 1921, which Notice was published in the London Gazette of 25th November, 1921, has been submitted to the Railways Amalgamation Tribunal.

The Tribunal will hold a public Sitting to consider the Scheme and to hear the parties (if any) entitled to be heard who may have duly lodged objections in accordance with the said Notice dated 24th November, 1921, at 11 a.m. on Tuesday, 13th December, 1921, at 7, Whitehall Gardens, London, S.W.1.

By Order.
H. A. STEWARD,
Clerk of the Tribunal.

Dated 8th December, 1921.

# Societies.

## Incorporated Law Society of Liverpool.

The Ninety-fourth Annual General Meeting of this Society was held at the Law Library, 10, Cook Street, Liverpool, on Wednesday, 30th November, 1921. The President (Mr. John Larden Williams) in the chair. The meeting was well attended, there being present, amongst others : Sir Norman Hill, Bart., Messrs. Harold D. Bateson, J. C. Bromfield, John Cameron, E. V. Crooks, Finlay Dun, F. H. Edwards, John H. Kenion, C. H. Morton, C. E. Nield, F. Russell Roberts, Godfrey A. Solly, Hadden Todd (vice-president), Francis Weld (hon. treasurer), W. Forshaw Wilson, and J. Graham Kenion (hon. secretary).

The notice convening the meeting, together with the annual report of the Committee and the hon. treasurer's statement of accounts, having been taken as read, the President delivered the following address :—

Gentlemen,—The year during which I have had the honour to serve as your President, the year which has seen (or perhaps in view of the doubts which have been cast upon the legal effect of the Order in Council of August last I should say which purports to have seen) the legal termination of the Great War, has been one of considerable commercial depression and disturbance. For our own Society on the other hand it has been a somewhat uneventful one. Nevertheless I trust that you may think that your Committee has continued to do some useful service.

We have again to lament the loss by death of esteemed and valued members of our Society. Their names appear in our report, and we tender to their relations and friends our sincere sympathy. I cannot refrain from making special mention of the loss which our profession and City have sustained through the death of Mr. J. W. Alsop, whose life presents a long record of public service, particularly in the cause of education. It must be a matter of special pride and congratulation to us that one who holding a high position as a busy and successful practising member of our profession should have been also willing and able to give so generously of his time and abilities to public service.

I propose to limit my address to some matters the references to which in our report I should like to supplement.

LEGAL EDUCATION.

You will notice that the Law Society has revived the separate Honours Examination. They have done something which is more important than this. They have made substantial and material changes in the examination itself. They have added new subjects, namely, Legal History and either Constitutional Law or Private International Law as the student may select. They have made still more important changes in the spirit of the examination. Outside examiners are to be associated with practising solicitors to conduct the examination. Formerly candidates were expected to answer all the questions in each paper. It is now to be intimated to them that full marks can be obtained by answering five questions out of the eight which will be set. This system is in accordance with that which obtains in most University Honours Examinations. It enables an examiner to enlarge the scope of the questions he sets and thus encourages the student to seek a wider knowledge of the principles of law. It is thus a real discouragement of that system of intensive mental culture which goes by the name of cramming.

The alterations I have indicated are the direct result of the paper on Legal Education which Sir Norman Hill read at our Liverpool meeting of the Law Society last year. We welcome whole-heartedly the changes in the method and spirit of the examination. We do, however, view with some distrust the addition of extra subjects. In theory they are, of course, excellent, but the legal education of a solicitor must always represent a compromise between the claims of practical office work and experience and, what I may term without fear that you will misunderstand me, academic and theoretical knowledge. We are all agreed that practical experience in a solicitor's office is of paramount importance in the training of a solicitor. He should combine with that as wide and varied general legal knowledge as may be practicable. He has however only a limited period for his training and the demands upon his time and mental energy must be reasonable. In these circumstances the introduction of additional subjects, however valuable they may in themselves be, appears to us somewhat unfortunate. Such subjects do not come before a student in the ordinary course of practice. Time must be given to them which might be better spent in extending and amplifying knowledge of subjects which do come before a student in the practical study of his profession. A student cannot, unfortunately, take all legal knowledge for his province. It is my own personal view also that it is undesirable to give any advantage to the student who may have read for a law degree before articles. I venture to submit to you with considerable confidence that it is very undesirable to do anything which may tend to restrict a student's choice of school at a university. It is at least doubtful whether the study of law between the ages of 18 and 22 is the best study which a student can select. I think that we shall find that our best and most successful practising lawyers have between these years read classics or mathematics or other subjects which give a wider mental stimulus and outlook.

For the reasons I have indicated it was the view of your Committee that the Honours Examination might well be confined to the three subjects of Common Law, Conveyancing and Equity. We do not suggest that an examination so limited is theoretically superior to the one now introduced by the Law Society, but we believe that it would be of more practical utility. We also attribute great importance to the fact that the limitation of the Honours Examination to the above three subjects would attract a far larger entry of students. After all, the real test of the usefulness and success of such an examination consists in the number of students who can be induced to read more widely than is necessary for a pass certificate, and does not rest upon the actual standard to which a few special students may attain.

SOLICITORS' REMUNERATION.

You will see that your Committee have continued the efforts which our Society originally initiated and have since perseveringly maintained to secure an improvement in Solicitors' Remuneration. The Order of June, 1920, under the Remuneration Act, is useful and convenient as legalising our ordinary practice and allowing its extension to trust matters. We cannot, however, accept it as a final answer to our legitimate claims. The members of the Committee established by the Remuneration Act decided that they were unwilling to grant the reforms for which we asked by means of an Order under the Act, but the Lord Chancellor also intimated that if the Order which was granted did not prove satisfactory he would be willing to consider the introduction of legislation. Accordingly your Committee asked Sir Norman Hill to draft a Bill. A Select Committee under the chairmanship of Mr. Justice Russell has considered the Bill and has taken evidence and we are now awaiting their report. Such report is bound to be of great interest and importance, and you will, I know, join with me in confirming the thanks which we have expressed in our report to Sir Norman Hill for the services he has rendered. We must hope that by legislation following upon the report some of the absurdities which now exist may at last be swept away and a reasonable system acceptable both to client and solicitor, in harmony with present-day requirements and circumstances, may follow.

### Poor Man's Lawyers.

I should like to supplement the reference in our Report to the Poor Man's Lawyer by referring briefly to the history of this very valuable institution. In the early part of 1919 the Committees of the Victoria Women's Settlement at the North, and of the University Settlement at the South end of Liverpool, asked us to open a Poor Man's Lawyer Department on the lines of one already in existence in Manchester. Mr. Thorne, who was then President of the Society, and Mr. Collins, who was then Vice-President, with the assistance of Mr. Arkle, an ex-President, and four other persons, drafted rules for the management of the department which were approved in May, 1909. The work was commenced at both Settlements in July of the same year, and the total number of new cases dealt with up to the 31st December of that year was 174. In the year 1911 the Birkenhead Charity Organisation Society requested the Committee to open a branch at their offices in Birkenhead, and this work was commenced in July of that year. In March, 1919, the Committee agreed to take over the work of giving legal advice at the offices of the Soldiers' and Sailors' Families Association which had been carried on during the war by Mr. A. W. Chambers, one of the Department's original workers, and latterly by Mr. R. G. Layton. During this year the Liverpool Personal Service Committee, which had then recently been formed, definitely associated itself with the Department, and assisted by making the preliminary investigations as to means and by making personal visits when so requested by the sitting Poor Man's Lawyers.

In July, 1919, new regulations were framed enlarging the committee of management and giving power to raise a fund for expenses and also power to appoint Poor Man's Attorneys to conduct proceedings in cases which could not be undertaken by solicitors on the rota. The total number of new cases which came before the Department in 1920 was 1,575.

Our Society was the first Society which definitely associated itself with the work of a Poor Man's Lawyer Department, and I am informed that it has been a very great assistance to the work to have such support. The existence of the Department definitely associates our profession as such with the charitable work carried on in the City. The existence of the Department has already removed any impression that legal advice and assistance are only available to those who can afford to pay. It is only right that I should publicly acknowledge the great debt which the Department owes to Mr. Darbishire for his valuable and indefatigable services as secretary.

When the work commenced the Committees of the Victoria and University Settlements agreed to pay the expenses. Such expenses are not very heavy—about £50 a year—and it is now thought suitable that they should be borne by our profession. I feel that you will agree with me that when we have done so much in the way of personal service and organisation we should not be indebted to outside agencies for the comparatively small sum necessary to make the whole of this valuable social work exclusively our own. The number of solicitors on the rota in Liverpool is six, and as the number of applicants who are sent forward to solicitors are increasing it would relieve these six solicitors if the number could be doubled. The number of Poor Man's Lawyers working in Liverpool and Birkenhead have been increased during the last year, but owing to the large number of cases at each branch of the Department it is very desirable that the Department should have 24 solicitors or barristers working in Liverpool, each lawyer being willing to take one day a week for three months in the year. At present the number of working lawyers in Liverpool is only 12. At Birkenhead there should be 12 working lawyers, and at present there are only eight. You will see, therefore, that there is a real need for additional workers, and I commend the claims of the Department in this respect to your sympathetic consideration. I venture to suggest that you might urge upon managing clerks and others that in undertaking this work they will not only perform valuable civic service, but will gain useful experience and knowledge.

### Federation of Law Clerks.

I will conclude my address by dealing with one very important matter which has arisen this year, and which will no doubt come before us in one form or another from time to time in the future, and that is our relations with our clerks.

You will notice in the report a reference to a request which your Committee recently received from the Liverpool Branch of the National Federation of Law Clerks to join with them in establishing a Joint Board to deal with conditions of employment. The matter has been the subject of careful consideration, but I do not think that it is appropriate that I should now say more than that the Committee have decided, that in view of its general importance the whole matter should be referred to a General Meeting of the Society, which will be convened at an early date. I do, however, think that as this question will so soon come before you it may be useful for me to give you a short history of the sequence of events which have led up to the request which has been made so that you may have the facts before you prior to the meeting at which a decision will have to be considered.

There is, I think, a direct sequence of events from 1917 onwards. In that year at the request of the Liverpool Law Clerks' Society, your Committee sent out to its members a copy of a letter received from the Clerks' Society calling attention to the heavily increased cost of living and asking that salaries should be raised. In the month of October, of 1919, following upon an interview with representatives of the Law Clerks' Society, your Committee sent out a further circular emphasising the very real hardship which clerks were, in some instances at any rate, suffering, and appealing for a revision of salaries wherever practicable. The result of this appeal was, I understand, fairly satisfactory to the clerks. It was no doubt the case that for various reasons our profession was unable to compete with the increases in salary offered by business firms, but it may well be that such increases as we have been able to grant will prove to be of a more generally permanent character. The period immediately following the war was one of considerable social and industrial unrest and disturbance. You may remember that probably for the first time in history a strike of law clerks was organised at Preston under the auspices of a society associated with the extreme labour movement. This and other societies were bidding for the support of clerical workers, and many public bodies and employers, actuated partly by a real desire to benefit this class of fellow-citizen, and partly perhaps by the fear that if some counter attraction were not offered they would join some undesirable organisation, joined with their clerks in the formation of Whitley Councils and Guilds. It was in these circumstances that a number of Law Clerks' Societies met in June, 1919, and decided upon the formation of a National Federation of Law Clerks and to affiliate existing bodies of Law Clerks with such Federation pending the formation of branches throughout England. The secretary of the Federation then communicated with the Law Society and forwarded them an epitome of policy with the request that the Law Society should join in establishing a Joint Council to deal therewith. The Law Society asked the Associated Provincial Societies to express their views upon the matter, and the secretary forwarded to our Society a copy of the epitome and asked us to instruct our delegates for a meeting to be held in June, 1919. It may be convenient to now state the proposals contained in the epitome so far as now material. They are briefly:—

(1) The formation of a Joint Council.

(2) The establishment of a minimum scale of remuneration for clerks graded according to age and district.

(3) Extension to solicitors' offices of the principle of participation in profits.

(4) The institution of tests of efficiency and the granting of certificates.

(5) Increased facilities for clerks of 10 years' service to become solicitors by means of exemption from the Preliminary and from articles of clerkship, and by permission to take Intermediate and Final Examinations by stages.

Your Committee instructed their delegates not to commit your Society to any definite policy, but to take up the attitude that we were willing carefully to consider any scheme which might prove upon investigation practicable and reasonable. I attended the meeting of the Associated Societies as one of your delegates, and there was a long and interesting discussion. I may shortly summarise it by saying that a resolution was passed that, subject to the Law Society satisfying itself that the Federation was really representative of Law Clerks, it would meet them in preliminary conference, but that if Joint Councils were recommended there should be Local Councils in the Provinces. The view was generally expressed that no opposition could fairly be offered to clerks organising for the purpose of improving their position. The Law Society did meet the delegates of the Federation and satisfied themselves that they did possess the representative capacity which they claimed, and ultimately a London Joint Council consisting of solicitors and clerks was established. The present position of this Council does not seem quite clear. It has so far refused to establish a scale of salaries and there has been some suggestion that clerks look upon it as terminated. Our Society was itself approached by the Liverpool Law Clerks' Society, and in the month of January, 1920, a Joint Board was established to deal with conditions of employment. A panel of six solicitors and six clerks was established with a chairman, who must be a retired solicitor or one holding a public appointment. The powers of the Board were limited to dealing with cases of individual hardship and a procedure in connection therewith was established. In fact no case has been brought before the Board. The question of whether this constitutes success or failure must entirely depend upon the point of view from which it is regarded. Last month your Committee received a letter from the secretary of the local branch of the National Federation (which meanwhile

had been incorporated under the Trade Union Acts) stating that they were the successors of the Liverpool Law Clerks' Society, and asking your Committee to allow them to assist in establishing a Joint Board to deal with conditions of employment including the settlement of a scheme of grading and minimum salaries. It was stated that such Boards had already been established in many towns, including Manchester, Birmingham and Sheffield. Your Committee appointed a sub-committee to consider the matter and to meet a deputation from the local branch. At the meeting with the delegates it became quite clear that the real issue is the establishment of a system of grading and minimum salaries. The clerks put forward a Federation scheme of grading and salaries containing many items of complex differentiation which would, I think, be generally considered to be quite impracticable. It was indicated, however, that the scheme arranged in Manchester would prove acceptable, and I may very shortly state that in the case of this City and of Birmingham the scales provide in the case of male clerks, for rising salaries up to the age of 26 or 27 at which age in the case of Birmingham the scale stops, but in Manchester provides for two higher grades of salary according to the class of work done. In each case the scales only apply to clerks of 10 years' service who are doing responsible work. The clerks' contention is that if a clerk is not worth the minimum salary when attaining the age and occupying a position to which the scale applies, it is in his own interest as well as in the interest of his employer that he should cease his connection with the law. They contend also that the system which they desire will provide for a constant flow of young men into the profession and improve the standing and position of law clerks generally and have other advantages.

According to an interesting paper read by Mr. Armstrong, of Leeds, at this year's Provincial Meeting of the Law Society, law clerks 50 years ago were, in the country at any rate, merely ill-paid copyists, the brain work and, incidentally, a very great deal of usually undecipherable letter writing being supplied by the solicitor himself. It is no doubt largely the improvement in the knowledge and attainments of law clerks which (notwithstanding the great increase in the volume and complexity of modern business and affairs) enables one solicitor to minister, efficiently we hope, to the legal needs of 2,500 of our local population as compared with 2,000 fifty years ago. We can, of course, have no objection to clerks pressing their national aims in any legitimate manner they think fit. As regards their local aim, namely, the establishment of a Joint Board in Liverpool similar to those established in Manchester, Birmingham and elsewhere to settle minimum scales of salaries, this Society will, I am sure, give the matter in due course full and fair consideration, having due regard not only to our own legitimate interests but also to the interests of all engaged in the profession and practice of the law.

It was moved by the President, seconded by the Vice-President (Mr. Hadden Todd), and resolved:—"That the report of the Committee, subject to any verbal alterations or modifications which the officers may find necessary, together with the Hon. Treasurer's accounts, be approved and adopted, and that the same be printed and circulated."

It was moved by Mr. J. H. Kenion, seconded by Mr. J. Cameron, and resolved:—"That the thanks of the meeting be given to the President for his address, and that the same be printed and circulated as part of the report."

It was moved by Mr. H. D. Bateson, seconded by Mr. W. S. Holden, and resolved:—"That the thanks of the Society be given to the officers and members of the Committee for their services during the past year."

There being only nine nominations for the nine vacancies on the Committee, the following were declared duly elected for the term of three years next ensuing: Messrs. R. W. Brighouse, H. J. Davis, A. Draycott, W. Glasgow, Sir Norman Hill, Bart., Messrs. J. Graham Kenion, A. F. Moore, John L. Williams and C. W. Wright.

The following are extracts from the Report of the Committee for the past year:—

*Committee.*—The Committee invited the general assistance throughout the year of Mr. G. Hammond Etherton, Town Clerk of Liverpool, Mr. E. D. Symond, Official Receiver in Bankruptcy, and Mr. W. C. Thorne, Solicitor to the Mersey Docks and Harbour Board. The retiring members of the Committee are Mr. J. C. Bromfield, Sir Norman Hill, Messrs. J. G. Kenion, J. P. McKenna, A. F. Moore, C. E. Nield, T. Sproat, W. E. Taylor and J. L. Williams, of whom the Committee nominate Sir Norman Hill, Messrs. J. G. Kenion, A. F. Moore and J. L. Williams, as eligible for re-election at the General Meeting under Article 49.

*Members.*—The Society now consists of 412 members. The number of Barristers and others, not being members, who subscribe to the Library, is 59. During the same period 16 members ceased, through death or otherwise, to belong to the Society.

*Lord Mayor of Liverpool.*—Mr. Chas. H. Rutherford, a member of this Society, has been elected to the office of Lord Mayor of Liverpool for the ensuing year. The Committee desire to record their gratification that a member of the profession should have been elected to this high office. This is the third member of Mr. Rutherford's firm who has held the office of Chief Magistrate, viz.:—Mr. John Hughes, an ex-President of the Society (Mayor, 1881), and Sir W. Watson Rutherford (Lord Mayor, 1902.)



*Obituary.*—The Committee regret to record the deaths of the following members of the Society during the past year:—Messrs. J. W. Alsop, G. A. J. Atkinson, F. H. Baxter, W. F. Gorst, G. Oliver Jones, G. B. Lockett, G. J. Lynskey, C. L. Mather, C. R. Milligan, J. T. Thompson and H. Woolcott. Mr. J. W. Alsop had been a member of the Society since 1871, and served on the Committee for 10 years. He occupied the office of President during the year 1892-3. Mr. F. H. Baxter had been a member of the Society since 1893, and served on the Committee for 12 years. He was Hon. Treasurer of the Society from 1904 to 1909.

*Conditions of Sale.*—The attention of the Committee having been drawn to the fact that certain provincial Law Societies charged a very high fee to non-members for copies of their form of Conditions of Sale, a communication was addressed to each Society asking for particulars of prices charged to members and non-members for the various forms. From the replies received, it appeared that the prices charged to non-members varied considerably and, with a few exceptions, were more than double the amount charged to members. Whilst the Committee concurred in a higher fee being charged to non-members, it was felt that some uniformity should be established and to this end the matter was brought before the Associated Provincial Law Societies and the following resolution was carried:—"That "it be a recommendation to the constituent Societies that a uniform practice "be adopted with regard to the price of the forms of Conditions of Sale "supplied to non-members, and that same be supplied at a price not exceed-"ing double the amount charged to their own members." In accordance with the terms of the resolution, it was decided to increase the price charged to non-members of the Society to 1s. per copy, the price to members being 6d. per copy. These prices compare very favourably with those of the other provincial Law Societies.

*Points of Law and Practice in Conveyancing.*—Messrs. E. L. Billson, W. H. T. Brown and Francis Weld have been the Referees to decide differences between members regarding the law and practice of Conveyancing, and have dealt with four cases during the year. Cases for the decision of the Referees should be sent in duplicate, addressed to the Hon. Secretary, one copy signed by the parties in difference.

If in any case it should be so desired, the Solicitors may appear before the Referees and argue the point at issue.

*Law of Property Bill.*—During the year this Bill passed through the House of Lords and was formally introduced into the Commons, but owing to pressure of time, it was withdrawn. When the Bill was in Committee of the House of Lords, the Law Society and the Associated Provincial Law Societies made representations to the Lord Chancellor opposing clause 180, relating to compulsory registration, and as a result it was arranged that the section should not take effect for a period of ten years after the Act comes into operation. It was felt that such a period would enable experience to be gained of the new system of conveyancing and that such experience might prove that compulsory registration of title was unnecessary. It is believed that an early opportunity will be taken to re-introduce the Bill next session.

*Solicitors' Remuneration. Lump Sum Charges.*—As intimated in the last Annual Report, an Order was made in June, 1920, under the Remuneration Act of 1881, empowering a Solicitor at his option to deliver a bill in the form of a gross sum or aggregate fee in lieu of detailed charges. Though of distinct practical utility, this Order was considered essentially unsatisfactory, inasmuch as in the event of taxation, it is still necessary to justify the lump-sum charge in accordance with the items under Schedule 2, whereas in the opinion of the Committee, the Taxing Master should have been empowered to tax the bill on the basis of the considerations set out in s. 4 of the Act. As the Lord Chancellor had intimated that the Order would be reconsidered if in practice it were found that its main object was not attained, Sir Norman Hill, at the request of the Committee, prepared a draft bill which was submitted to and approved by the Associated Provincial Law Societies and forwarded to the Law Society. After due consideration (including a discussion with the Senior Taxing Master thereon) a bill was prepared by the Council on the lines of Sir Norman Hill's draft and forwarded to the Lord Chancellor with a view to the same being introduced into the House of Lords. Subsequently, the Lord Chancellor appointed a Select Committee, under the Chairmanship of Mr. Justice Russell, "to consider and report whether it is desirable to amend the law governing the method of remuneration to Solicitors by enabling Solicitors to charge by a gross sum, and, if so, subject to what provisions for the protection of the clients of the Solicitors." Mr. C. H. Morton (then President of The Law Society) was appointed a member of the Committee and evidence was given by (amongst others) Sir Norman Hill, Bart., and Sir Thomas Royden, Bart. The Committee's report has not yet been issued. The thanks of the provincial Law Societies were tendered to this Society for their initial efforts in the matter and the Committee desire to record their appreciation of the valuable services rendered by Sir Norman Hill in preparing the draft bill and giving evidence before the Committee.

*Costs in Criminal Cases on the Northern Circuit.*—As intimated in the last Annual Report, an addition of 33⅓rd per cent. was authorised on the scales of costs for conducting criminal prosecutions in the various courts. The attention of the Committee was, however, drawn to the fact that such increase only applied to the scales at present in force and that the scale for the Northern Circuit was quite inadequate compared with the scales allowed on other circuits. The Committee conferred with the Manchester Law Society and, as a result, joint representations were made by both Societies to the Home Office with a view to the scale allowed on the Northern Circuit being amended. It is regretted that no action has yet been taken in the matter.

*Solicitors' Robes in the County Court.*—An intimation was received from the practitioners in this court stating that it had been agreed to wear gowns and bands in future and asking for the Committee's views thereon. A reply was sent to the effect that, whilst in sympathy with the suggestion the Committee felt they had no power to bind the members generally without the approval of a General Meeting. The practice of wearing gowns has since been generally adopted.

*Liverpool Court of Passage.*—The Registrar submitted draft proposed Order increasing certain court fees. In view of the fact that Select Committees were considering the question of fees in the High Court and County Courts, it was decided, with the approval of the Registrar, to defer consideration of the proposed Order for the Court of Passage pending the issue of Reports of the above-mentioned Select Committees.

*Government Loans.*—The question of allowance of commission to Solicitors on the issue and conversion of Government Stock applied for by clients was again raised by The Law Society consequent upon a communication from the Society of Writers to H. M. Signet suggesting that joint representations be made to the Government thereon. The matter came up before the Associated Provincial Law Societies, when a resolution was unanimously passed to the effect that commission should be allowed by the Treasury to Solicitors in respect of dealings by their clients through them in connection with the issues or conversion of Government Stocks, and that the Solicitors' claims for commission should be pressed by the Council on the authorities.

*National Fed ration of Law Clerks.*—The Committee were requested by the Liverpool Branch of the above (formerly Liverpool Law Clerks' Society) to establish a Joint Council of Solicitors and their Clerks to consider remuneration, working hours and conditions of employment. A Special Sub-Committee was appointed to confer with representatives of the Liverpool Branch and to report thereon.

*Poor Man's Lawyer Department.*—The Committee again desire to draw the attention of members to the appeal of this Department for voluntary helpers for the various Settlements, and also for contributions towards the working expenses of same by those who are unable to take any active part in the work. A sum of about £50 a year is necessary to cover expenses so as to relieve the charitable Societies which at present assist in the work. A sum of £20 18s. 2d. has already been received from four members of the profession towards the expenses of the current year and the deficit on last year's working. The secretary of the Department is Mr. H. D. Darbishire, who will be very pleased to give any further information thereon. Certain of the Solicitors on the Rota have acted as Poor Man's Attorneys to conduct cases for poor litigants in the Police Courts at a nominal fee of One guinea.

## Solicitors' Benevolent Association.

The monthly meeting of the Directors of this Association was held at The Law Society, Chancery Lane, London, on the 8th inst., Sir Norman Hill, Bart., in the chair. The other Directors present were Sir Roger Gregory Sir Richard S. Taylor and Messrs. W. C. Blandy (Reading), E. R. Cook, T. S. Curtis, E. F. Dent, W. E. Gillett, C. Goddard, L. W. North Hickley, E. F. Knapp-Fisher, C. G. May, R. C. Nesbitt, R. W. Poole, J. F. Rowlatt, P. J. Skelton (Manchester) and M. A. Tweedie.

£895 was distributed in relief of deserving cases; 24 new members were elected; and other general business transacted.

# Lord Halsbury and Lord Lindley.

At the sitting of the House of Lords on Monday, says *The Times*, Lord Haldane paid an eloquent tribute to the memory of Lord Halsbury and Lord Lindley.

Lord Haldane said: My Lords, before we enter upon the business of the day two events have occurred which it would ill befit us to pass by without notice. Lord Halsbury has gone from us, and Lord Lindley has gone almost at the same time. Lord Halsbury was well understood by the British public. He was a great Englishman; he was also a great judge. To extraordinary quickness in apprehending and grasping points of law he added a capacity nearly unrivalled in seizing upon and dealing with facts. He was never at a loss. In addition to these qualities he possessed an individuality and stature of his own which made him a unique figure. Lord Lindley was a man of a different order. The public did not know him as well as they knew Lord Halsbury, but we lawyers knew him. He was one of our greatest judges. He had the judicial temper in an almost perfect measure; he was a profound lawyer, very accurate and very thorough in his sifting of legal principles. Lord Halsbury's name will go down with those who belonged to a distinguished record of great Chancellors covering the last three centuries—the modern period. Lord Lindey's name will go down as that of a great judge—a judge who distinguished himself not only in the courts where he originally sat, but here and in the Judicial Committee of the Privy Council. Each of these remarkable men had done a full life's work; nothing remained unfulfilled, and they had ceased to co-operate with us in the administration of justice. None the less, our thoughts were constantly turned to them for the greatness of their qualities and for their contributions to our jurisprudence. Over and above that, we felt for them a great affection, and we are the poorer, as the public is the poorer, because they have passed away.



Before the business of the day began in the Lord Chief Justice's Court there was a large attendance of judges and members of the Bar to pay respect to the memory of Lord Halsbury and Lord Lindley.

The Lord Chief Justice said that it was fitting before they began their daily business that they should remember the great loss which the Bench and the Bar had suffered. It was the greatest loss which had ever fallen upon them at one time, for the two greatest lawyers of their day had passed away full of years and full of honour. He himself could remember Lord Halsbury as Mr. Hardinge Giffard in his own boyhood; and he remembered Lord Lindley when he went the Oxford Circuit—his first circuit. Both would be remembered not only for their great learning, but for their universal courtesy and kindness of heart, and the Bench as well as the Bar would mourn them as friends even more than as great lawyers.

The Solicitor-General (Sir Ernest Pollock, K.C.), in the absence of the Attorney-General, said that he desired to add the tribute of the Bar to that which the Lord Chief Justice had spoken from the Bench. There were many present who had enjoyed the friendship of Lord Halsbury and Lord Lindley; there were more who enjoyed their acquaintance. By all alike they were looked up to and revered as men who were not only the greatest lawyers of their generation, whose learning at the Bar and whose qualities on the Bench had conferred honour on a great profession, but as men who had left behind them a great tradition, which would, he hoped, be remembered and followed for many years by those who came after them.

In the Court of Appeal, the Master of the Rolls—who was accompanied on the bench by Lord Justice Warrington and Lord Justice Younger—said that he thought that the court ought not to begin its business without some tribute to the two great members of the legal profession who had died since that court had last sat. Lord Halsbury's reputation as a great advocate was well-known. He sat fairly often in the Court of Appeal, of which he was an *ex-officio* member, and he brought to its decisions a keenness of intellect a breadth of view, and a courage of opinion which distinguished all that he did. He had a large share in guiding the affairs of the country for many years. No doubt testimonies to his qualities as a statesman would be borne in a more fitting place. They had lost a great man.

With regard to the late Lord Lindley, he was the last of the ancient order of Serjeants-at-Law, but the significance of that fact had not always been recognised. Just before the Judicature Act, 1873, came into operation, and when it was intended that so far as things would allow Equity and Common Law should be administered together, it was thought right, in order to introduce the system, that Equity lawyers should be appointed to the Common Law Bench. Lord Lindley (then Mr. Lindley) was one of the first so appointed, though Mr. Amphlett, afterwards Baron Amphlett, was appointed a year before him. Lord Lindley was appointed a Judge of the old Court of Common Pleas, and it was in consequence of his being so selected to administer the new system that he became a Serjeant, then a necessary qualification for sitting as a Judge in the superior courts of Common Law. He had great qualities as a Judge; great ability, learning, patience, and clearness of view. He combined all those great qualities as President of that court. He said little, but what he said was always to the point. He never seemed actively to be exercising his authority and control of the business of the court; but the authority and control was there and effective. He (his Lordship) thought that for that reason he commanded the affection and respect of the whole of the profession. His life had lasted a long time, but his memory and reputation would last much longer.

Mr. Hughes, K.C., on behalf of the Bar, said that he desired to be associated in hearty sympathy with his Lordship's observations. He could not add anything to what he had said about Lord Halsbury, but no one who had had the privilege of practising before Lord Lindley could ever forget him.

## Memorial Service: Lord Lindley.

The Rev. W. H. Draper, Master of the Temple, assisted by the Reader, the Rev. R. F. Rynd, officiated at a memorial service held on Tuesday in the Temple Church for Lord Lindley, who was a Master of the Bench of the Middle Temple. The service, which was choral, included the psalm

"Lord, Thou hast been our refuge," and the hymns "Lead Kindly Light" and "Nearer, my God, to Thee" together with the anthem "The Souls of the Righteous." Present in the congregation were, among others:—The Lord Chief Justice of England (Lord Trevethin), the Master of the Rolls (Lord Sterndale), Amy Lady Coleridge, Lord Justice Warrington and Lady Warrington, Lord Justice Atkin, Lady Maclean, Mr. G. H. M. Cartwright, representing the Lord Chancellor, Sir Forrest Fulton (treasurer of the Middle Temple), Sir John Edge, Mr. Justice Lawrence, Mr. Justice Sargant, Sir Henry Maxwell-Lyte, Sir Francis Gore-Brown, Mr. Newton Crane, K.C., the Solicitor-General (Sir Ernest Pollock), Sir Edward Davidson K.C., Sir Edward Marshall-Hall, K.C., Sir Arthur Channell, Sir Harry Poland, K.C., Sir Malcolm Macnaghten, K.C., Sir Reginald Acland, K.C., Sir Henry Duke, Sir Francis Newbolt, K.C. and Sir Arthur Thring.

The funeral took place on Tuesday, at East Carleton, Norwich. The Bishop of Norwich took the service at the graveside, and in the rest of the service Canon Upcher and the rector of the parish both took part. The family mourners were the Hon. Jessie Lindley (daughter), Major-General the Hon. J. Lindley (son), Judge the Hon. W. B. Lindley (son), the Hon. Lennox H. Lindley and Mrs. Lennox Lindley (son and daughter-in-law), the Hon. Francis O. Lindley (son), Major and the Hon. Mrs. Cecil Gurney (son-in-law and daughter), Sir Cameron Gull, Bt., Mr. N. A. Lindley grandson) and Mr. and Mrs. Goschen.

## Chadwick Public Lectures.

### PROBLEMS OF NOISE AND FATIGUE IN FACTORIES.

A Chadwick Lecture on this subject was delivered by Professor Spooner, C.E. (Member of the International Committee on Industrial Fatigue), at the Public Hall, Blackburn, on the 21st ult., J. A. Ormerod, Esq., J.P., in the chair. After some introductory remarks explaining how he was led to take an interest in the general question of industrial fatigue, and particularly of that aspect of it that embraces the fatiguing effects of noise, the lecturer stated that a period spent in the midst of working machines and mechanical operations causing deafening and strident sounds of a wide range, with shocks to the auditory nerves, produces a feeling of sensory fatigue; and that although this fatigue attacks primarily a single organ, it little by little extends to the whole nervous system, leading in some cases to such a feeling of weariness that it may impair the capacity for work in a greater degree than severe muscular fatigue.

For some trades the noise is so great and continuous that before the workers reach the age of forty they become more or less deaf; boiler makers, rivetters, and trunk makers in particular, suffer in this way, whilst few people have normal hearing if they have lived in a great city for many years as the traffic has become almost unbearably noisy. He explained what science has done to assist the hearing of such sufferers, and how, by the use of suitable ear-stoppers and antiphones, the ear may be protected against the effects of violent noises. He then proceeded to classify the primary kinds of noise calling for attention in all our activities but particularly in our factories, and discussed the expedients which have been and can be employed to reduce, eliminate or prevent such noises. He explained the use of vibro-meters for the detection of vibrations in high speed machinery, and dwelt on the great value of rubber in solving many noise problems, particularly for flooring, the treads of stairs, and for roads (the construction of which has not kept pace with the development of vehicular traffic) in cases that would justify its use. He also dealt with the transmission of noise from shops and rooms to adjacent ones, and how such noises can be reduced. The law relating to noise as a nuisance, both private and public, was touched on, and Professor Spooner concluded by appealing to this audience to observe America's Annual "Fatigue Elimination Day," on December 5th, the first Monday in December. This movement against human waste due to avoidable fatigue—initiated by Gilbroth in America many years ago, and by the lecturer in this country in 1917—means that each one of us is called upon to consider seriously at odd moments during *Fatigue Day* what can be done to reduce or eliminate avoidable fatigue, and this year it has been decided to concentrate our attention on *avoidable noise*, and by so doing to help in the suppression of its tyranny. There should be—Professor Spooner declares—a standard limit of permissible noise, which, if exceeded, would be a legal offence.

Particulars of future Chadwick Lectures may be obtained of the Secretary, Mrs. Aubrey Richardson, O.B.E., at the Offices of the Trust, 13, Great George Street, Westminster.

## Obituary.

### Mr. J. W. Barber.

Mr. Jarvis William Barber, head of Jarvis Barber and Sons, chartered accountants, Sheffield, died in London on Wednesday night. Mr. Barber was conspicuous in the movement which led to the establishment of the Institute of Chartered Accountants in England and Wales, and was one of those to whom the charter was granted by Queen Victoria in 1880. He was president of the Institute in 1912-13 and a Member of the Council and a Fellow of the Institute till his death. He was the founder and past president of the Sheffield Society of Accountants, established in 1877, and was inspector of trustee savings banks for the Midland Counties. Mr. Barber was one of the founders of the Sheffield Children's Hospital and did other useful philanthropic work. In his younger days he was a keen sportsman, being one of the first to ride the high-wheeled bicycle, and in the early 'seventies he rode from Sheffield to London in one day, a great achievement at that time.

## Legal News.

### Business Changes.

Messrs. WINTER, BOTHAMLEY, WOOD & MURRAY, Solicitors, 16, Bedford Row, and Messrs. TUCKER, LAKE & LYON, Solicitors, 74, Great Russell Street, have arranged to amalgamate their respective businesses. The amalgamation will take effect as from the 1st January, 1922. The partners will be Mr. G. MURRAY-SMITH, Mr. G. E. WINTER, Mr. T. L. C. WOOD, Mr. H. I. FRIPP, and Mr. H. TEMPLE COOKE, being the present partners in the two firms, with the exception of Mr. H. H. BOTHAMLEY, who is retiring on the 31st December, 1921. The style of the new firm will be WINTER, TUCKER, LAKE & WOOD, and their offices will be at No. 16, Bedford Row, W.C.1. Telegraphic address, "Wintatuck, Holb. London." Telephone number, Chancery 7154.

### Appointments.

The Board of Trade have appointed Mr. H. F. CARLILL to be Inspector-General in Bankruptcy as from 1st December, *vice* Mr. J. G. Willis, C.B., retired.

King Albert has decorated Lord PHILLIMORE with the Cross of Commander and Mr. J. ARTHUR BARRATT with the Cross of Officer of the Order of the Crown for their services in distributing the funds of the American Bar Association to Belgian Lawyers during the war. Over 200 persons were assisted entirely without expense to the fund. The King has granted permission to wear the Orders here.

## Dissolution.

WALTER JOHN MILLS, CHARLES EATON MILLS and WILFRID ARIEL EVILL Solicitors, 5, Finsbury-square, London, E.C.2, "Mills, Lockyer, Mills and Evill," 29th day of September, 1921.

## General.

Mr. Charles Scott, J.P., Gloucester, senior partner in Messrs. Scott and Fowler, solicitors, Gloucester and Berkeley, at one time Official Receiver in Bankruptcy, left estate of gross value £6,797.

Mr. Thomas Garmston Hyde (84), of Foregate Street, Worcester, the oldest solicitor in Worcester, one of the founders of the Worcester Law Society, for 56 years clerk to the Masters and Governing Body of the Royal Grammar School, left estate of gross value £36,600.

Estate of the value of £655,000, of which £652,636 is net personalty, has been left by Mr. John Hutton Balfour-Browne, K.C., of Eaton-square, London, S.W., and Goldielees, Kirkcudbright, North Britain, for years leader of the Parliamentary Bar, a great authority on railway law, holding parliamentary retainers for the Great Northern, Lancashire and Yorkshire, North British, and Glasgow and South-western Railway Companies, and for the Corporations of Glasgow, Liverpool, Manchester, Leeds, Sheffield, Birmingham and Bristol, the author of "War Problems" (1914), "Forty Years at the Bar" (1916) and "Recollections—Literary and Political" (1917), who died on 27th September.

It is understood, says *The Times*, that a conference to consider possible improvements in the administration of the lunacy laws and the treatment of persons suffering from mental disease will be held at the Ministry of Health on 19th January next. The conference has been called by the Chairman of the Board of Control, who, with his Board, will meet the chairmen of Visiting Committees and medical superintendents of county and borough mental hospitals. There is reason to believe that it will be urged at the conference that everything possible must be done to prevent mental disease and to cure it when it occurs. The necessity of research will also be emphasized.

The funeral of Sir Arthur Charles took place on 24th November at Sevenoaks Parish Church, in the presence of a large gathering of relatives and friends. The Rev. Hamilton Charles (nephew) officiated, and the chief mourners included Mr. Ernest Charles, K.C., the Rev. E. Charles (sons), Miss Charles (daughter), Colonel Charles and Messrs. A. P., Robert F., and S. D. Charles (nephews and great-nephews). Sir Arthur's clerical staff was represented by Mr. Henry Hitson, who was for over 50 years with him. Lady Charles was unable to be present owing to ill-health. The only flowers consisted of a cross of white flowers grown and made at The Woodlands, Sevenoaks, the late Judge's residence.

# Court Papers.

## Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

| Date | Emergency Rota. | Appeal Court No. 1. | Mr. Justice Eve. | Mr. Justice Peterson. |
|---|---|---|---|---|
| Monday Dec. 19 | Mr. Synge | Mr. Jolly | Mr. Synge | Mr. Garrett |
| Tuesday ..... 20 | Garrett | More | Garrett | Synge |
| Wednesday .. 21 | Bloxam | Synge | Synge | Garrett |
| Thursday .... 22 | Hicks-Beach | Garrett | Garrett | Synge |
| Friday ..... 23 | Jolly | Bloxam | Synge | Garrett |

| Date | Mr. Justice Sargant. | Mr. Justice Russell. | Mr. Justice Astbury. | Mr. Justice P. O. Lawrence |
|---|---|---|---|---|
| Monday Dec. 19 | Mr. Hicks-Beach | Mr. Bloxam | Mr. More | Mr. Jolly |
| Tuesday ..... 20 | Bloxam | Hicks-Beach | Jolly | More |
| Wednesday .. 21 | Hicks-Beach | Bloxam | More | Jolly |
| Thursday .... 22 | Bloxam | Hicks-Beach | Jolly | More |
| Friday ..... 23 | Hicks-Beach | Bloxam | More | Jolly |

The Christmas Vacation will commence on Saturday, the 24th day of December, 1921, and terminate on Friday, the 6th day of January, 1922, inclusive.



# Winding-up Notices.

JOINT STOCK COMPANIES.
LIMITED IN CHANCERY.
CREDITORS MUST SEND IN THEIR CLAIMS TO THE LIQUIDATOR AS NAMED ON OR BEFORE THE DATE MENTIONED.

*London Gazette.*—FRIDAY, December 9.

SANGSTER & CO. LTD. Jan. 19. F. A. Manning, 42, Disraeli-rd., Putney, S.W.

CROSS-ATLANTIC NEWSPAPER SERVICE LTD. Jan. 9. H. C. Rabbidge, 4, Clement's-inn.

THE POWER GAS ECONOMY LTD. Dec. 31. John Duncan, C.A.

WEST ISLINGTON DISCHARGED & DEMOBILISED SAILORS' AND SOLDIERS' CLUB LTD. Dec. 10. Montague Moustardier, 29, Kenninghall-rd., Clapton, E.5.

*London Gazette.*—TUESDAY, December 13.

NATIONAL STANDARDISED JOINERY CO. LTD. Jan. 31. William G. Oliffe, 7, Leadenhall-st.

UXBRIDGE KNITTING CO. LTD. Jan. 3. A. C. Herring, 90, Cannon-st.

ELIJAH HOLMES LTD. Jan. 10. Tom M. Fish, Clarence-arcade-chmbrs., Ashton-under-Lyne.

E. H. MORGAN LTD. Dec. 31. John H. Baker, New Inn-chambrs., King-st., Gloucester.

THE SAXBY CO-OPERATIVE SOCIETY LTD. Dec. 31. Herbert Holmes, Ropergate End, Pontefract.

## Resolutions for Winding-up Voluntarily.

*London Gazette.*—FRIDAY, December 9.

Suburban Pictures Ltd.
Sangster & Co. Ltd.
Mid Kent Engineering and Motor Co. Ltd.
Eccles Light Transport Co. Ltd.
Kingston Workmen's Club Building Society Ltd.
Bartrums Ltd.
Mycroft & Gutman Ltd.
James Marshall (Rochdale) Ltd.
Hillier & Parker Ltd.
N. S. Q. Syndicate Ltd.
The Globe Tank & Hurdle Co. Ltd.
Mallow Fancy Goods Co. Ltd.
British Glass Bottles Ltd.
Morison's Advertising Agency (London) Ltd.
Thordis Shipping Co. Ltd.
M.F.P. Ltd.
The Golborne Labour Club.
Bennett & Galliven Motor Carriage Co. Ltd.
Tavener Ltd.
L. French & Co. (Hull) Ltd.
J. White & Sons Ltd.
The Bowling Co. Ltd.
Lancashire Property & Investment Co. Ltd.
Gardner & Samuel Ltd.
Egyptian Power & Nitrogen Syndicate Ltd.
Cundall Bros. Ltd.
Wallis & Phillips Ltd.

*London Gazette.*—TUESDAY, December 13.

The American Timber Co. Ltd.
The Combined Metals & Reinforced Casting Co. Ltd.
William Bright & Sons Ltd.
Princess Laundry (Liverpool) Ltd.
Paignton Motors Ltd.
Elijah Holmes Ltd.
A. J. Wakelin Ltd.
Robert Jobson & Co. Ltd.
The Ilford Dey Battery Co. Ltd.
National Standardised Joinery Co. Ltd.
Roberts (West Bromwich) Ltd.
Ceramic Button Manufacturing Syndicate Ltd.
Read & Dickens Ltd.
Ashby-de-la-Zouch Baths & Hotel Co. Ltd.
Petroleum Investors' Agency Ltd.
The Aylesbury & District Builders & Decorators' Society Ltd.
National People's Palaces Association Ltd.
Maindy Shipping Co. Ltd.
Honey, Myers & Co. Ltd.
Metal Constructions Ltd.
Airships Ltd.
Wilson & Coventry Ltd.
The Institution of Electrical Engineers.

# Bankruptcy Notices.

RECEIVING ORDERS.

*London Gazette.*—FRIDAY, December 9.

BARRY, ERNEST, Twickenham. Brentford. Pet. Dec. 5. Ord. Dec. 5.

BATT, THOMAS, Bethersden. Canterbury. Pet. Nov. 4. Ord. Dec. 3.

BEGG, ARTHUR, Scunthorpe. Great Grimsby. Pet. Dec. 5. Ord. Dec. 5.

BLACKBURN, ALFRED G., Littlehampton. Brighton. Pet. Nov. 22. Ord. Dec. 3.

BRIERLEY, WILLIAM, Fleetwood. Blackpool. Pet. Dec. 3. Ord. Dec. 3.

COCKBURN, MARGARET A., Seaham Harbour. Sunderland. Pet. Dec. 3. Ord. Dec. 3.

COOK, FREDERICK M., Grampound-rd. Truro. Pet. Dec. 6. Ord. Dec. 6.

DAKIN, SAMUEL, Hollington. Burton-on-Trent. Pet. Nov. 18. Ord. Dec. 5.

DAMPIER, ERNEST ST. L., Brighton. Brighton. Pet. Dec. 5. Ord. Dec. 5.

DARK, ROBERT C., Edenbridge. Tunbridge Wells. Pet. Nov. 16. Ord. Dec. 6.

DAVENPORT, F., Liverpool. Liverpool. Pet. Nov. 15. Ord. Dec. 6.

DAVIES, RHYS, Dowlais. Merthyr Tydfil. Pet. Dec. 5. Ord. Dec. 5.

DENT, GUY H., Lightwater, nr. Bagshot. Kingston (Surrey). Pet. Dec. 5. Ord. Dec. 5.

GATFIELD, ARCHIBALD, Blackpool. Blackpool. Pet. Dec. 2. Ord. Dec. 2.

GOBBETT, WILLIAM C., New Cross. High Court. Pet. Nov. 7. Ord. Dec. 7.

GODWIN, FRANCIS W., Llandudno. Portmadoc. Pet. Dec. 6. Ord. Dec. 6.

GOUGH, ELIJAH, Knighton. Leominster. Pet. Dec. 5. Ord. Dec. 5.

GRIFFITH, ELLIS W., Bethesda. Bangor. Pet. Dec. 5. Ord. Dec. 5.

HALFORD, HENRY W., Liverpool. Liverpool. Pet. Dec. 7. Ord. Dec. 7.

HARRHY, MARY A., Abertillery. Tredegar. Pet. Dec. 6. Ord. Dec. 6.

HAYES, ELIZA, and HAYES, JOHN B., Whissendine. Leicester. Pet. Dec. 7. Ord. Dec. 7.

HILL, THOMAS J., Blackpool. Blackpool. Pet. Nov. 30. Ord. Nov. 30.

HUGILL, WILLIAM, Whitby. Stockton-on-Tees. Pet. Nov. 24. Ord. Dec. 5.

JAMES, THOMAS, Pentre. Pontypridd. Pet. Dec. 6. Ord. Dec. 6.

JOHNSON, HENRY, Pickworth. Nottingham. Pet. Dec. 7. Ord. Dec. 7.

KAUFFMAN, A., Upper Kennington-lane. High Court. Pet. Nov. 4. Ord. Dec. 7.

KINSLEY, ALEXANDER G. G., Pengam. Tredegar. Pet. Dec. 3. Ord. Dec. 3.

MADDISON, WILLIAM, Friesthorpe. Lincoln. Pet. Dec. 6. Ord. Dec. 6.

MANDELL, HARRY A., Upper Porchester-st. High Court. Pet. Oct. 25. Ord. Dec. 7.

MILES, OSCAR, Birmingham. Birmingham. Pet. Nov. 17. Ord. Dec. 5.

MOOR, DOROTHY M., Dover-st., Piccadilly. High Court. Pet. Aug. 18. Ord. Dec. 7.

NAPIER, MOSES, Finsbury-park. High Court. Pet. Oct. 29. Ord. Dec. 7.

NICHOLAS, JOHN C., Pentre. Pontypridd. Pet. Nov. 5. Ord. Dec. 7.

OLIVER-WOODHEAD, ERNEST E., Highbury. High Court. Pet. Nov. 17. Ord. Dec. 7.

PARRY, JAMES, Pengam. Tredegar. Pet. Dec. 6. Ord. Dec. 6.

REES, JOHN, Blaina. Tredegar. Pet. Dec. 6. Ord. Dec. 6.

ROSE, CLAIR S., Tiddington. Warwick. Pet. Nov. 25. Ord. Dec. 5.

SHORE, ARNOLD, Rochdale. Rochdale. Pet. Dec. 3. Ord. Dec. 3.

SPIVEY, ANN E., Huddersfield. Huddersfield. Pet. Dec. 6. Ord. Dec. 6.

STEPHENS, WILLIAM H., Alcester. Warwick. Pet. Dec. 6. Ord. Dec. 6.

WHITE, JOHN, Liverpool. Liverpool. Pet. Oct. 14. Ord. Dec. 6.
Amended Notice substituted for that published in the *London Gazette* of Nov. 8, 1921.

VIRGO, ERNEST W., Uckfield. Brighton. Pet. July 22 Ord. Oct. 31.
Amended Notice substituted for that published in the *London Gazette* of Nov. 22, 1921.

HIGGINBOTTOM, HENRY S., Liverpool. Liverpool. Pet. Oct. 27. Ord. Nov. 17.

*London Gazette.*—TUESDAY, December 13.

ANSELL, HERBERT E., Fleet-st. High Court. Pet. Nov. 4. Ord. Dec. 9.

BAIN, WILLIAM E., Margate. High Court. Pet. Oct. 12. Ord. Dec. 9.

BASTAZKY, BENJAMIN, Manchester. Manchester. Pet. Nov. 17. Ord. Dec. 8.

BEHRENS, ERNEST J., Layton, Blackpool. Blackpool. Pet. Nov. 25. Ord. Dec. 9.

BERESOFSKY, ABRAHAM, Hessel-st., E. High Court. Pet. Dec. 8. Ord. Dec. 8.

BROWN, JAMES, Wingate, Durham. Durham. Pet. Dec. 9. Ord. Dec. 9.

CHANT, THOMAS C. O., Cheadle. Stockport. Pet. Sept. 29. Ord. Dec. 8.

CHUDLEIGH, JOHN, Scilly. Truro. Pet. Dec. 9. Ord. Dec. 9.

CLARK, ALFRED F., Manchester. Manchester. Pet. Nov. 22. Ord. Dec. 8.

COLLINS, JOHN W., and STIESON, ARTHUR, Kingston-upon-Hull. Kingston-upon-Hull. Pet. Dec. 10. Ord. Dec. 10.

CUNNINGTON, JESSE, Morecambe, and DAVIS, HORACE, Preston. Preston. Pet. Dec. 8. Ord. Dec. 8.

DAVIES, MARY, Blaenclydach. Pontypridd. Pet. Dec. 7. Ord. Dec. 7.

DONNELLY, ARTHUR, Barrow-in-Furness. Barrow-in-Furness. Pet. Dec. 8. Ord. Dec. 8.
FEATHERSTONE, EDWARD, Headingley. Leeds. Pet. Dec. 9. Ord. Dec. 9.
FLOWER, FRANK E., Hindley. Wigan. Pet. Dec. 10. Ord. Dec. 10.
FOWLER, A. V., Kingsgate, Kent. Canterbury. Pet. Nov. 15. Ord. Dec. 10.
GLOYNE, RICHARD F., Manningham. Bradford. Pet. Nov. 22. Ord. Dec. 8.
HAMPSON, JOSEPH B., Ashton-in-Makerfield. Wigan. Pet. Dec. 10. Ord. Dec. 10.
HARRIS, LEONARD, George-st., W. High Court. Pet. Nov. 16. Ord. Dec. 7.
HARVEY, HENRY E., Lowestoft. Great Yarmouth. Pet. Dec. 8. Ord. Dec. 8.
HILL, WILFRED, Leigh. Bolton. Pet. Dec. 9. Ord. Dec. 9.
JONES, DANIEL, Aberayron. Aberystwyth. Pet. Dec. 5. Ord. Dec. 5.
LEWIS, CHARLES, Brixton. High Court. Pet. Oct. 18. Ord. Dec. 9.
LILES, WILLIAM C., Great Grimsby. Great Grimsby. Pet. Dec. 8. Ord. Dec. 8.
LISGO, BARBARA, and LISGO, JOSEPH, Aspatria. Carlisle. Pet. Dec. 10. Ord. Dec. 10.
LOWE, THOMAS, Rock Ferry. Birkenhead. Pet. Dec. 8. Ord. Dec. 8.
MIEKIEWICZ, EDWARD H., Surbiton. Kingston (Surrey). Pet. Dec. 10. Ord. Dec. 10.
MILTON, ARTHUR, Tilehurst. Reading. Pet. Nov. 11. Ord. Dec. 10.
NIXON, WILLIAM, Kenilworth. Warwick. Pet. Dec. 8. Ord. Dec. 8.
PEEL, ROBERT, Tamworth. Birmingham. Pet. Oct. 7. Ord. Dec. 8.
PEEL, ROBERT (Jun.), Piccadilly. High Court. Pet. March 15. Ord. Dec. 8.
PHILLIPS, JOHN, Caerphilly. Pontypridd. Pet. Dec. 7. Ord. Dec. 7.
SAUERS, GEORGE, Leeds. Leeds. Pet. Dec. 8. Ord. Dec. 8.
SEDDON, SARAH E., Wigan. Wigan. Pet. Dec. 8. Ord. Dec. 8.
SMITH, ARTHUR H., Andover. Salisbury. Pet. Dec. 10. Ord. Dec. 10.
SPARKS, GEORGE W., Landport. Portsmouth. Pet. Dec. 6. Ord. Dec. 6.
STOCKLEY, LILIAS, Streatham. Wandsworth. Pet. Dec. 10. Ord. Dec. 10.
VICKERS, HERBERT, Prestatyn. Bangor. Pet. Nov. 19. Ord. Dec. 9.
WATKINS, JOHN F., Narberth. Haverfordwest. Pet. Dec. 9. Ord. Dec. 9.
WOLSON, SIDNEY, Kingston-on-Thames. High Court. Pet. Oct. 18. Ord. Dec. 8.